

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.39**  
(ID # 25735)

**MEETING DATE:**  
Tuesday, October 22, 2024

**FROM :** TLMA-TRANSPORTATION

**SUBJECT:** TRANSPORTATION AND LAND MANAGEMENT AGENCY/TRANSPORTATION:  
Approval of the Consulting Services Agreement between the County of Riverside and KOA Corporation for the County-Wide Safe Streets and Roads for All (SS4A) Safety Action Plan, All Districts. [\$720,000 Total Cost – Federal Funds 89%, Local Funds 11%]

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve the Consulting Services Agreement between the County of Riverside and KOA Corporation for the county-wide Safe Streets and Roads for All Safety Action Plan in the amount of \$720,000 for FY 24/25 and 25/26; and
2. Authorize the Chairman of the Board to execute the same.

**ACTION:Policy**

  
Dennis Acuna, Director of Transportation 9/18/2024

---

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Gutierrez, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez  
Nays: None  
Absent: None  
Date: October 22, 2024  
xc: Trans.

Kimberly A. Rector  
Clerk of the Board

By:   
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 360,000	\$ 360,000	\$ 720,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Safe Streets & Roads for All (89%) and Gas Tax/HUTA (11%). There are no General Funds used in this project.			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 24/25 – 25/26	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Transportation Department applied for and received a Safe Streets and Roads for All (SS4A) grant in the amount of \$640,000 to develop a countywide Safety Action Plan for the unincorporated communities in Riverside County. The Transportation Department has selected to retain the services of an outside engineering consulting firm to prepare the Safety Action Plan.

In compliance with the United States Department of Transportation (USDOT), the Transportation Department issued a Request for Proposals on April 15, 2024, for qualified engineering consulting firms to submit proposals for the development of the Safety Action Plan. The Transportation Department received two (2) proposals by the May 6, 2024 submittal deadline that were evaluated by a three-person panel consisting of representatives from the Transportation Department.

KOA Corporation was selected as the top-ranked engineering consulting firm based on their submitted proposal. KOA Corporation will be tasked to prepare the Safety Action Plan as outlined in their Scope of Work for a fee of \$720,000. The contract and rates for the desired services were developed through costs submitted with KOA Corporation's bid package. The consultant selection process meets the requirements for federal funded projects.

The scope and fee for completing the desired engineering services are provided in detail in Attachments "A", "B", and "C" of the subject agreement.

Project No. D30116.

**Impact on Residents and Businesses**

Riverside County residents and motorists will benefit from having a comprehensive Safety Action Plan that will evaluate existing roadway conditions and identify short-term and long-term solutions (including funding opportunities) that will identify high collision areas and enhance safety, and equitable access for all modes of transportation.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
STATE OF CALIFORNIA**

**Additional Fiscal Information**

The consultant's proposed fee for the Scope of Work is \$720,000. This agreement will be 89% funded by USDOT Federal SS4A grant funding. The County will provide the local match as required from the grant program with Gas Tax/HUTA funds.

**Contract History and Price Reasonableness**

The Transportation Department has verified billing rates with KOA Corporation, and they are within range of acceptable industry practice for engineering services.

**ATTACHMENTS:**

Agreement

  
\_\_\_\_\_  
Jason Farin, Principal Management Analyst 10/16/2024

  
\_\_\_\_\_  
Aaron Gettis, Chief of Deputy County Counsel 10/10/2024

Contract No	<u>24-06-002</u>
Termination Date	<u>6/30/2026</u>
Amount	<u>\$720,000</u>
Authorized	Yes
Federal Funding	No
State Funding	

## CONSULTING SERVICES AGREEMENT

for

**Safe Streets and Roads for All (SS4A) Safety Action Plan  
(PROJECT)**

between

**County of Riverside • Transportation Department**

and

**KOA Corporation**



OCT 22 2024

3.39

## Table of Contents

ARTICLE I INTRODUCTION .....	1
ARTICLE II CONSULTANT'S REPORTS OR MEETINGS .....	2
ARTICLE III STATEMENT OF WORK.....	3
ARTICLE IV PERFORMANCE PERIOD.....	3
ARTICLE V ALLOWABLE COSTS AND PAYMENTS.....	4
ARTICLE VI TERMINATION.....	5
ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS .....	6
ARTICLE VIII RETENTION OF RECORDS/AUDIT .....	6
ARTICLE IX AUDIT REVIEW PROCEDURES .....	7
ARTICLE X SUBCONTRACTING.....	9
ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES .....	10
ARTICLE XII STATE PREVAILING WAGE RATES .....	10
ARTICLE XIII CONFLICT OF INTEREST.....	15
ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION .....	16
ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING.....	16
ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE.....	17
ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION .....	19
ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION.....	20
ARTICLE XIX INDEMNIFICATION AND INSURANCE .....	25
ARTICLE XX FUNDING REQUIREMENTS.....	30
ARTICLE XXI CHANGE IN TERMS .....	30
ARTICLE XXII CONTINGENT FEE .....	30
ARTICLE XXIII DISPUTES .....	31
ARTICLE XXIV INSPECTION OF WORK .....	31
ARTICLE XXV SAFETY.....	32
ARTICLE XXVI OWNERSHIP OF DATA.....	32
ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR.....	33
ARTICLE XXVIII CONFIDENTIALITY OF DATA.....	33
ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION .....	34
ARTICLE XXX LEGAL COMPLIANCE .....	34
ARTICLE XXXI EVALUATION OF CONSULTANT .....	35
ARTICLE XXXII RETENTION OF FUNDS .....	35
ARTICLE XXXIII TITLE VI ASSURANCES.....	35
ARTICLE XXXIV NOTIFICATION .....	35
ARTICLE XXXV CONTRACT .....	36
ARTICLE XXXVI SIGNATURES .....	37
<b>ATTACHMENTS</b> <i>In the event that the terms in any of the Attachments conflicts with the terms as provided in the Agreement, the terms of the Agreement shall prevail.</i>	
Scope of Services.....	A1
Schedule of Services .....	B1
Compensation Plan .....	C1
Title VI Assurances.....	D1

1 **ARTICLE I INTRODUCTION**

2 A. This Consulting Services Agreement (hereinafter referred to as "Agreement") is entered into this \_\_\_\_\_ day  
3 of \_\_\_\_\_, 2024, by and between the COUNTY OF RIVERSIDE, a political subdivision of the  
4 State of California, (hereinafter referred to as "COUNTY") and KOA CORPORATION, a California corporation,  
5 (hereinafter referred to as "CONSULTANT").

6 B. Coordination of CONSULTANT and COUNTY activities shall be accomplished through a CONSULTANT  
7 Project Manager and a COUNTY Contract Administrator.

8 The CONSULTANT Project Manager shall be:

9 Michael Nilsson, AICP CTP

10 Located at:

11 333 S. Anita Drive, Suite 800, Orange, CA 92868

12 The COUNTY Contract Administrator shall be:

13 Susan Vombaur, Engineering Division Manager

14 Located at:

15 4080 Lemon St, 8<sup>th</sup> Floor, Riverside, CA 92502

16 C. CONSULTANT shall perform:

17 The covenants set forth in Article III entitled Statement of Work.

18 In accordance with the time frames set forth in Article IV entitled Performance Period.

19 For the fees set forth in Article V entitled Allowable Costs and Payments.

20 D. CONSULTANT in the performance of this Agreement, shall act in an independent capacity. It is understood  
21 and agreed that CONSULTANT (including CONSULTANT's employees) is an independent contractor and  
22 that no relationship of employer-employee exists between the parties hereto. CONSULTANT's assigned  
23 personnel shall not be entitled to any benefits payable to employees of COUNTY.

24 E. COUNTY is not required to make any deductions or withholdings from the compensation payable to  
25 CONSULTANT under the provisions of the Agreement and is not required to issue W-2 Forms for income and  
26 employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT, in the  
27 performance of its obligations hereunder, is only subject to the control or direction of the COUNTY as to the  
28 designation of tasks to be performed and the results to be accomplished.

1 F. Any third party person(s) employed by CONSULTANT shall be entirely and exclusively under the direction,  
2 supervision, and control of CONSULTANT. CONSULTANT hereby indemnifies and holds COUNTY harmless  
3 from any and all claims that may be made against COUNTY based upon any contention by any third party  
4 that an employer-employee relationship exists by reason of this Agreement.

5 G. Without the written consent of COUNTY, this Agreement is not assignable or transferable by CONSULTANT  
6 either in whole or in part. Except as expressly authorized herein, CONSULTANT shall not subcontract any  
7 work, without the prior written approval of the COUNTY.

8 H. CONSULTANT shall be as fully responsible to the COUNTY for the acts and omissions of its contractors and  
9 subcontractors or subconsultants, and of persons either directly or indirectly employed by them, in the same  
10 manner as persons directly employed by CONSULTANT.

11 I. No alteration or variation of the terms of this Agreement shall be valid, unless made in writing and signed by  
12 the authorized representatives of both parties; and no oral understanding or agreement not incorporated  
13 herein, shall be binding on any of the parties hereto.

14 J. The consideration to be paid to CONSULTANT as provided herein, shall be in compensation for all of  
15 CONSULTANT's expenses incurred in the performance hereof, including travel and per diem, unless  
16 otherwise expressly so provided.

17 K. COUNTY is designated as the lead agency for PROJECT and is working cooperatively with other agencies in  
18 the effort to complete the PROJECT.

19 L. Other public agencies that may be involved with the PROJECT including, but not limited to cooperative,  
20 funding, reviewing, regulatory or operating agencies are listed below and will hereinafter be collectively  
21 referred to as the "AGENCIES".

- 22 • Southern California Association of Governments
- 23 • Coachella Valley Association of Governments
- 24 • Riverside County Transportation Commission
- 25 • Cities throughout Riverside County

26 **ARTICLE II CONSULTANT'S REPORTS OR MEETINGS**

27 A. To ensure understanding and performance of the Agreement objectives, meetings between COUNTY,  
28 AGENCIES, and CONSULTANT shall be held as often as deemed necessary (typically at least monthly). All

1 work objectives, CONSULTANT's work schedule, the terms of the Agreement and any other related issues  
2 will be discussed and/or resolved. CONSULTANT shall keep minutes of meetings and distribute copies of  
3 minutes as appropriate. Progress reporting shall conform with the contract administration requirements of the  
4 COUNTY's Consulting Services Manual including providing updated copies of the following documents at  
5 each PROJECT coordination meeting:

- 6 • Meeting Agendas
- 7 • Meeting Sign-in Sheets
- 8 • Meeting Minutes (Prior Meeting)
- 9 • Action Items Tracking List
- 10 • Deliverables Tracking List
- 11 • Schedule Summary

12 B. CONSULTANT shall submit progress reports at least once a month. The report should be sufficiently detailed  
13 for the COUNTY Contract Administrator to determine, if CONSULTANT is performing to expectations, or is on  
14 schedule; to provide communication of interim findings, and to sufficiently address any difficulties or special  
15 problems encountered, so remedies can be developed.

16 C. CONSULTANT Project Manager shall meet with COUNTY Contract Administrator, as needed, to discuss  
17 progress on the Agreement.

### 18 **ARTICLE III STATEMENT OF WORK**

19 CONSULTANT shall furnish all technical and professional services including labor, material, equipment,  
20 transportation, supervision, and expertise to fully and adequately perform and complete the covenants set forth in  
21 Attachment A, Scope of Services, which is attached hereto and incorporated herein by reference.

### 22 **ARTICLE IV PERFORMANCE PERIOD**

23 A. This Agreement shall go into effect upon the **execution of this Agreement by both parties**, and CONSULTANT  
24 shall commence work after written notification to proceed by COUNTY Contract Administrator. The  
25 Agreement shall end on **June 30, 2026**, unless extended by a written amendment signed by the authorized  
26 representatives of both parties.

27 B. CONSULTANT is advised that any recommendation for Agreement award is not binding on COUNTY until the  
28 Agreement is fully executed and approved by COUNTY.



1 C. Services provided under this Agreement may be performed in separate Milestones or Phases. The  
2 sequencing and scheduling of these Milestones or Phases is set forth in Attachment B, Schedule of Services,  
3 which is attached hereto and incorporated herein by reference. Each Milestone or Phase shall be contingent  
4 upon a written notification to proceed by COUNTY Contract Administrator.

5 **ARTICLE V ALLOWABLE COSTS AND PAYMENTS**

6 A. The method of payment for this Agreement will be based on actual cost plus a fixed fee. COUNTY will  
7 reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental  
8 costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work.  
9 CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee  
10 benefits, travel, equipment rental, overhead, and other estimated costs set forth in Article CVI, Cost Proposal,  
11 of Attachment C, Compensation Plan, which is attached hereto and incorporated herein by reference, unless  
12 additional reimbursement is provided for by a written amendment signed by the authorized representatives of  
13 both parties. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds  
14 COUNTY's approved overhead rate set forth in the Cost Proposal. In the event, that COUNTY determines  
15 that a change to the work from that specified in the Cost Proposal and Agreement is required, the Agreement  
16 time or actual costs reimbursable by COUNTY shall be adjusted by a written amendment signed by the  
17 authorized representatives of both parties to accommodate the changed work. The maximum total cost as  
18 specified in paragraph H of this Article shall not be exceeded, unless authorized by a written amendment  
19 signed by the authorized representatives of both parties.

20 B. In addition to the allowable incurred costs, COUNTY will pay CONSULTANT a fixed fee of \$43,538.03. The  
21 fixed fee is nonadjustable for the term of the Agreement, except in the event of a significant change in the  
22 scope of work and such adjustment is made by a written amendment signed by the authorized  
23 representatives of both parties.

24 C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved  
25 Cost Proposal.

26 D. When milestone or phase cost estimates are included in the approved Cost Proposal, CONSULTANT shall  
27 obtain prior written approval for a revised milestone or phase cost estimate from the COUNTY Contract  
28 Administrator before exceeding such cost estimate.

1 E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs.  
2 A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If  
3 CONSULTANT fails to submit the required deliverable items according to the schedule set forth in this  
4 Agreement, COUNTY shall have the right to delay payment or terminate this Agreement.

5 F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this  
6 Agreement.

7 G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit, upon receipt by COUNTY  
8 Contract Administrator of itemized invoices. Invoices shall be submitted no later than thirty (30) calendar  
9 days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work  
10 performed on each milestone or phase and each project as applicable. Invoices shall follow the format  
11 stipulated for the approved Cost Proposal using the Project-Specific & Multi-Phase Contract Invoice  
12 Templates provided in the COUNTY Consulting Services Manual and shall reference this Agreement number  
13 and PROJECT title. Final invoice must contain the final cost and all credits due COUNTY including any  
14 equipment purchased under the provisions of Article XI Equipment Purchase of this Agreement. The final  
15 invoice shall be submitted within sixty (60) calendar days after completion of CONSULTANT's work. **Final**  
16 **invoices not submitted within sixty (60) calendar days after completion of CONSULTANT's work will**  
17 **not be paid.** Invoices shall be mailed to COUNTY Contract Administrator at the address provided in Article I,  
18 paragraph B.

19 H. The total amount payable by COUNTY including the fixed fee shall not exceed \$720,000.

20 I. Salary increases will be reimbursable if the new salary is within the salary range identified in the  
21 Compensation Plan and is approved by COUNTY Contract Administrator.

22 J. For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases,  
23 which are the direct result of changes in the prevailing wage rates are reimbursable.

24 K. The services included under the terms of this Agreement are funded in whole or in part as noted below:

25 Federal funds:  are included  are not included

26 State funds:  are included  are not included

27 **ARTICLE VI TERMINATION**

28 A. This Agreement may be terminated by COUNTY, provided that COUNTY gives not less than thirty (30)  
29

1 calendar days' written notice (delivered by certified mail, return receipt requested) to CONSULTANT of  
2 COUNTY's termination. Upon termination, COUNTY may proceed with the work in any manner deemed  
3 proper by COUNTY. COUNTY shall be entitled to all work, including but not limited to, reports, investigations,  
4 appraisals, inventories, studies, analyses, drawings and date estimates performed to that date, whether  
5 complete or not.

6 B. COUNTY may temporarily suspend this Agreement, at no additional cost to COUNTY, provided that  
7 CONSULTANT is given written notice (delivered by certified mail, return receipt requested) of temporary  
8 suspension. If COUNTY gives such notice of temporary suspension, CONSULTANT shall immediately  
9 suspend its activities under this Agreement. A temporary suspension may be issued concurrent with the  
10 notice of termination.

11 C. Notwithstanding any provisions of this Agreement, CONSULTANT shall not be relieved of liability to COUNTY  
12 for damages sustained by COUNTY by virtue of any breach of this Agreement by CONSULTANT, and  
13 COUNTY may withhold any payments due to CONSULTANT until such time as the exact amount of  
14 damages, if any, due to COUNTY from CONSULTANT is determined.

15 D. In the event of termination, COUNTY shall pay CONSULTANT the sum due to CONSULTANT under this  
16 Agreement prior to termination, unless the cost of completion to COUNTY exceeds the funds remaining in the  
17 Agreement. In which case the overage shall be deducted from any sum due CONSULTANT under this  
18 Agreement and the balance, if any, shall be paid to CONSULTANT upon demand.

19 **ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS**

20 A. The CONSULTANT agrees that 48 CFR 31, Contract Cost Principles and Procedures, shall be used to  
21 determine the allowability of individual terms of cost.

22 B. The CONSULTANT also agrees to comply with federal procedures in accordance with 2 CFR 200, Uniform  
23 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

24 C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to  
25 be unallowable under 48 CFR 31 or 2 CFR 200 are subject to repayment by CONSULTANT to COUNTY.

26 **ARTICLE VIII RETENTION OF RECORDS/AUDIT**

27 The CONSULTANT, subconsultants, and COUNTY shall maintain and make available for inspection all books,  
28 documents, papers, accounting records, independent CPA Audited Indirect Cost Rate workpapers, and other

1 evidence pertaining to the performance of the Agreement including, but not limited to, the costs of administering  
2 the Agreement. All parties, including the CONSULTANT's Independent CPA, shall make such workpapers and  
3 materials available at their respective offices at all reasonable times during the Agreement period and for three (3)  
4 years from the date of final payment under the Agreement and records for real property and equipment acquired  
5 with federal funds must be retained for three (3) years after final disposition. COUNTY, Caltrans Auditor, FHWA,  
6 or any duly authorized representative of the federal government having jurisdiction under federal laws or  
7 regulations (including the basis of federal funding in whole or in part) shall have access to any books, records,  
8 and documents of the CONSULTANT, subconsultants, and the CONSULTANT's Independent CPA, that are  
9 pertinent to the Agreement for audits, examinations, workpaper review, excerpts, and transactions, and copies  
10 thereof shall be furnished if requested without limitation.

11 **ARTICLE IX AUDIT REVIEW PROCEDURES**

- 12 A. Any dispute concerning a question of fact arising under an interim or post audit of this Agreement that is not  
13 disposed of by agreement, shall be reviewed by COUNTY's Chief Financial Officer.
- 14 B. Not later than thirty (30) days after issuance of the final audit report, CONSULTANT may request a review by  
15 COUNTY's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in  
16 writing.
- 17 C. Neither the pendency of a dispute nor its consideration by COUNTY will excuse CONSULTANT from full and  
18 timely performance, in accordance with the terms of this Agreement.
- 19 D. CONSULTANT and subconsultant agreements, including cost proposals and Indirect Cost Rates (ICR), may  
20 be subject to audits or reviews such as, but not limited to, an agreement audit, an incurred cost audit, an ICR  
21 Audit, or a CPA ICR audit work paper review. If selected for audit or review, the Agreement, cost proposal  
22 and ICR and related work papers, if applicable, will be reviewed to verify compliance with 48 CFR 31 and  
23 other related laws and regulations. In the instances of a CPA ICR audit work paper review it is  
24 CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to  
25 the CPA's work papers including making copies as necessary. The Agreement, cost proposal, and ICR shall  
26 be adjusted by CONSULTANT and approved by COUNTY Contract Administrator to conform to the audit or  
27 review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report  
28 shall be incorporated into the Agreement by this reference if directed by COUNTY at its sole discretion.

29

1 Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the federal,  
2 state or local governments have access to CPA work papers, will be considered a breach of Agreement terms  
3 and cause for termination of this Agreement and disallowance of prior reimbursed costs.

4 E. CONSULTANT's Cost Proposal may be subject to a CPA ICR Audit Work Paper Review and/or audit by the  
5 Independent Office of Audits and Investigations (IOAI). IOAI, at its sole discretion, may review and/or audit  
6 and approve the CPA ICR documentation. The Cost Proposal shall be adjusted by the CONSULTANT and  
7 approved by the COUNTY Contract Administrator to conform to the Work Paper Review recommendations  
8 included in the management letter or audit recommendations included in the audit report. Refusal by the  
9 CONSULTANT to incorporate the Work Paper Review recommendations included in the management letter  
10 or audit recommendations included in the audit report will be considered a breach of the Agreement terms  
11 and cause for termination of the Agreement and disallowance of prior reimbursed costs.

12 1. During IOAI's review of the ICR audit work papers created by the CONSULTANT's independent CPA,  
13 IOAI will work with the CPA and/or CONSULTANT toward a resolution of issues that arise during the  
14 review. Each party agrees to use its best efforts to resolve any audit disputes in a timely manner. If IOAI  
15 identifies significant issues during the review and is unable to issue a cognizant approval letter, COUNTY  
16 will reimburse the CONSULTANT at an accepted ICR until a FAR (Federal Acquisition Regulation)  
17 compliant ICR {e.g. 48 CFR, Part 31; GAGAS (Generally Accepted Auditing Standards); CAS (Cost  
18 Accounting Standards), if applicable; in accordance with procedures and guidelines of the American  
19 Association of State Highways and Transportation Officials (AASHTO) Audit Guide; and other applicable  
20 procedures and guidelines} is received and approved by IOAI. Accepted rates will be as follows:

- 21 a. If the proposed rate is less than one hundred fifty percent (150%) - the accepted rate reimbursed  
22 will be ninety percent (90%) of the proposed rate.
- 23 b. If the proposed rate is between one hundred fifty percent (150%) and two hundred percent  
24 (200%) - the accepted rate will be eighty-five percent (85%) of the proposed rate.
- 25 c. If the proposed rate is greater than two hundred percent (200%) - the accepted rate will be  
26 seventy-five percent (75%) of the proposed rate.

27 2. If IOAI is unable to issue a cognizant letter per Article IX.E.1. above, IOAI may require CONSULTANT to  
28 submit a revised independent CPA-audited ICR and audit report within three (3) months of the effective  
29

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

date of the management letter. IOAI will then have up to six (6) months to review the CONSULTANT's and/or the independent CPA's revisions.

3. If the CONSULTANT fails to comply with the provisions of this Article IX.E, or if IOAI is still unable to issue a cognizant approval letter after the revised independent CPA audited ICR is submitted, overhead cost reimbursement will be limited to the accepted ICR that was established upon initial rejection of the ICR and set forth in Article IX.E.1. above for all rendered services. In this event, this accepted ICR will become the actual and final ICR for reimbursement purposes under this Agreement.

4. CONSULTANT may submit to COUNTY final invoice only when all of the following items have occurred: (1) IOAI accepts or rejects the original or revised independent CPA audited ICR; (2) all work under this Agreement has been completed to the satisfaction of COUNTY; and, (3) IOAI has issued its final ICR review letter. The CONSULTANT MUST SUBMIT ITS FINAL INVOICE TO COUNTY no later than sixty (60) days after occurrence of the last of these items. The accepted ICR will apply to this Agreement and all other agreements executed between COUNTY and the CONSULTANT, either as a prime or subconsultant, with the same fiscal period ICR.

**ARTICLE X SUBCONTRACTING**

A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between COUNTY and any subconsultant(s), and no subagreement shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to COUNTY for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from COUNTY's obligation to make payments to the CONSULTANT.

B. CONSULTANT shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted without written authorization by COUNTY Contract Administrator, except that which is expressly identified in the CONSULTANT's Cost Proposal.

C. Any subagreement entered into as a result of this Agreement, shall contain all the provisions stipulated in this entire Agreement to be applicable to subconsultants unless otherwise noted.

D. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made

1 to CONSULTANT by COUNTY.

2 E. Any substitution of subconsultants must be approved in writing by COUNTY Contract Administrator in  
3 advance of assigning work to a substitute subconsultant.

4 **ARTICLE XI EQUIPMENT PURCHASE AND OTHER CAPITAL EXPENDITURES**

5 A. Prior authorization in writing by COUNTY Contract Administrator shall be required before CONSULTANT  
6 enters into any unbudgeted purchase order, or subcontract exceeding five thousand dollars (\$5,000) for  
7 supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity  
8 or desirability of incurring such costs.

9 B. For purchase of any item, service or consulting work not covered in CONSULTANT's approved Cost Proposal  
10 and exceeding five thousand dollars (\$5,000), with prior authorization by COUNTY Contract Administrator,  
11 three competitive quotations must be submitted with the request, or the absence of quotations must be  
12 adequately justified.

13 C. Any equipment purchased with funds provided under the terms of this Agreement is subject to the following:

14 1. CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is  
15 defined as having a useful life of at least two years and an acquisition cost of five thousand dollars  
16 (\$5,000) or more. If the purchased equipment needs replacement and is sold or traded in, COUNTY shall  
17 receive a proper refund or credit at the conclusion of the Agreement, or if the Agreement is terminated,  
18 CONSULTANT may either keep the equipment and credit COUNTY in an amount equal to its fair market  
19 value, or sell such equipment at the best price obtainable at a public or private sale, in accordance with  
20 established COUNTY procedures; and credit COUNTY in an amount equal to the sales price. If  
21 CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's  
22 expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be  
23 obtained from an appraiser mutually agreeable to by COUNTY and CONSULTANT, if it is determined to  
24 sell the equipment, the terms and conditions of such sale must be approved in advance by COUNTY.

25 2. Regulation 2 CFR 200 requires a credit to federal funds when participating equipment with a fair market  
26 value greater than five thousand dollars (\$5,000) is credited to the PROJECT.

27 **ARTICLE XII STATE PREVAILING WAGE RATES**

28 A. No CONSULTANT or subconsultant may be awarded an agreement containing public work elements unless  
29

1 registered with the Department of Industrial Relations (DIR) pursuant to Labor Code §1725.5. Registration  
2 with DIR must be maintained throughout the entire term of this Agreement, including any subsequent  
3 amendments.

4 B. The CONSULTANT shall comply with all of the applicable provisions of the California Labor Code requiring  
5 the payment of prevailing wages. The General Prevailing Wage Rate Determinations applicable to work under  
6 this Agreement are available and on file with the Department of Transportation's Regional/District Labor  
7 Compliance Officer (<https://dot.ca.gov/programs/construction/labor-compliance>). These wage rates are made  
8 a specific part of this Agreement by reference pursuant to Labor Code §1773.2 and will be applicable to work  
9 performed at a construction project site. Prevailing wages will be applicable to all inspection work performed  
10 at COUNTY construction sites, at COUNTY facilities and at off-site locations that are set up by the  
11 construction contractor or one of its subcontractors solely and specifically to serve COUNTY projects.  
12 Prevailing wage requirements do not apply to inspection work performed at the facilities of vendors and  
13 commercial materials suppliers that provide goods and services to the general public.

14 C. General Prevailing Wage Rate Determinations applicable to this PROJECT may also be obtained from the  
15 Department of Industrial Relations website at <http://www.dir.ca.gov>.

16 D. Payroll Records

17 1. Each CONSULTANT and subconsultant shall keep accurate certified payroll records and supporting  
18 documents as mandated by Labor Code §1776 and as defined in 8 CCR §16000 showing the name,  
19 address, social security number, work classification, straight time and overtime hours worked each day  
20 and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other  
21 employee employed by the CONSULTANT or subconsultant in connection with the public work. Each  
22 payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury,  
23 stating both of the following:

- 24 a. The information contained in the payroll record is true and correct.
- 25 b. The employer has complied with the requirements of Labor Code §1771, §1811, and §1815 for  
26 any work performed by his or her employees on the public works project.

27 2. The payroll records enumerated under paragraph (1) above shall be certified as correct by the  
28 CONSULTANT under penalty of perjury. The payroll records and all supporting documents shall be made  
29



1 available for inspection and copying by COUNTY representatives at all reasonable hours at the principal  
2 office of the CONSULTANT. The CONSULTANT shall provide copies of certified payrolls or permit  
3 inspection of its records as follows:

4 a. A certified copy of an employee's payroll record shall be made available for inspection or furnished  
5 to the employee or the employee's authorized representative on request.

6 b. A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available  
7 for inspection or furnished upon request to a representative of COUNTY, the Division of Labor  
8 Standards Enforcement and the Division of Apprenticeship Standards of the Department of  
9 Industrial Relations. Certified payrolls submitted to COUNTY, the Division of Labor Standards  
10 Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by  
11 the CONSULTANT.

12 c. The public shall not be given access to certified payroll records by the CONSULTANT. The  
13 CONSULTANT is required to forward any requests for certified payrolls to the COUNTY Contract  
14 Administrator by both email and regular mail on the business day following receipt of the request.

15 3. Each CONSULTANT shall submit a certified copy of the records enumerated in paragraph (1) above, to  
16 the entity that requested the records within ten (10) calendar days after receipt of a written request.

17 4. Any copy of records made available for inspection as copies and furnished upon request to the public or  
18 any public agency by COUNTY shall be marked or obliterated in such a manner as to prevent disclosure  
19 of each individual's name, address, and social security number. The name and address of the  
20 CONSULTANT or subconsultant performing the work shall not be marked or obliterated.

21 5. The CONSULTANT shall inform COUNTY of the location of the records enumerated under paragraph (1)  
22 above, including the street address, city and county, and shall, within five (5) working days, provide a  
23 notice of a change of location and address.

24 6. The CONSULTANT or subconsultant shall have ten (10) calendar days in which to comply subsequent to  
25 receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the  
26 CONSULTANT or subconsultant fails to comply within the ten (10) day period, he or she shall, as a  
27 penalty to COUNTY, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each  
28 worker, until strict compliance is effectuated. Such penalties shall be withheld by COUNTY from  
29

1 payments then due. CONSULTANT is not subject to a penalty assessment pursuant to this section due to  
2 the failure of a subconsultant to comply with this section.

3 E. When prevailing wage rates apply, the CONSULTANT is responsible for verifying compliance with certified  
4 payroll requirements. Invoice payment will not be made until the invoice is approved by the COUNTY  
5 Contract Administrator.

6 F. Penalty

7 1. The CONSULTANT and any of its subconsultants shall comply with Labor Code §1774 and §1775.  
8 Pursuant to Labor Code §1775, the CONSULTANT and any subconsultant shall forfeit to the COUNTY a  
9 penalty of not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each  
10 worker paid less than the prevailing rates as determined by the Director of DIR for the work or craft in  
11 which the worker is employed for any public work done under the Agreement by the CONSULTANT or by  
12 its subconsultant in violation of the requirements of the Labor Code and in particular, Labor Code §§1770  
13 to 1780, inclusive.

14 2. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on  
15 consideration of mistake, inadvertence, or neglect of the CONSULTANT or subconsultant in failing to pay  
16 the correct rate of prevailing wages, or the previous record of the CONSULTANT or subconsultant in  
17 meeting their respective prevailing wage obligations, or the willful failure by the CONSULTANT or  
18 subconsultant to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to  
19 pay the correct rates of prevailing wages is not excusable if the CONSULTANT or subconsultant had  
20 knowledge of the obligations under the Labor Code. The CONSULTANT is responsible for paying the  
21 appropriate rate, including any escalations that take place during the term of the Agreement.

22 3. In addition to the penalty and pursuant to Labor Code §1775, the difference between the prevailing wage  
23 rates and the amount paid to each worker for each calendar day or portion thereof for which each worker  
24 was paid less than the prevailing wage rate shall be paid to each worker by the CONSULTANT or  
25 subconsultant.

26 4. If a worker employed by a subconsultant on a public works project is not paid the general prevailing per  
27 diem wages by the subconsultant, the prime CONSULTANT of the project is not liable for the penalties  
28 described above unless the prime CONSULTANT had knowledge of that failure of the subconsultant to  
29

1 pay the specified prevailing rate of wages to those workers or unless the prime CONSULTANT fails to  
2 comply with all of the following requirements:

- 3 a. The Agreement executed between the CONSULTANT and the subconsultant for the performance  
4 of work on public works projects shall include a copy of the requirements in Labor Code §§ 1771,  
5 1775, 1776, 1777.5, 1813, and 1815.
- 6 b. The CONSULTANT shall monitor the payment of the specified general prevailing rate of per diem  
7 wages by the subconsultant to the employees by periodic review of the certified payroll records of  
8 the subconsultant.
- 9 c. Upon becoming aware of the subconsultant's failure to pay the specified prevailing rate of wages  
10 to the subconsultant's workers, the CONSULTANT shall diligently take corrective action to halt or  
11 rectify the failure, including but not limited to, retaining sufficient funds due the subconsultant for  
12 work performed on the public works project.
- 13 d. Prior to making final payment to the subconsultant for work performed on the public works project,  
14 the CONSULTANT shall obtain an affidavit signed under penalty of perjury from the subconsultant  
15 that the subconsultant had paid the specified general prevailing rate of per diem wages to the  
16 subconsultant's employees on the public works project and any amounts due pursuant to Labor  
17 Code §1813.

18 5. Pursuant to Labor Code §1775, COUNTY shall notify the CONSULTANT on a public works project within  
19 fifteen (15) calendar days of receipt of a complaint that a subconsultant has failed to pay workers the  
20 general prevailing rate of per diem wages.

21 6. If COUNTY determines that employees of a subconsultant were not paid the general prevailing rate of  
22 per diem wages and if COUNTY did not retain sufficient money under the Agreement to pay those  
23 employees the balance of wages owed under the general prevailing rate of per diem wages, the  
24 CONSULTANT shall withhold an amount of moneys due the subconsultant sufficient to pay those  
25 employees the general prevailing rate of per diem wages if requested by COUNTY.

26 G. Hours of Labor

27 Eight (8) hours labor constitutes a legal day's work. The CONSULTANT shall forfeit, as a penalty to the  
28 COUNTY, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by the

1 CONSULTANT or any of its subconsultants for each calendar day during which such worker is required or  
2 permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar  
3 week in violation of the provisions of the Labor Code, and in particular §§1810 to 1815 thereof, inclusive,  
4 except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during  
5 any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per  
6 day and forty (40) hours in any week, at not less than one and one-half (1.5) times the basic rate of pay, as  
7 provided in §1815.

8 **H. Employment of Apprentices**

- 9 1. Where either the prime Agreement or the subagreement exceeds thirty thousand dollars (\$30,000), the  
10 CONSULTANT and any subconsultants under him or her shall comply with all applicable requirements of  
11 Labor Code §§ 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- 12 2. CONSULTANTS and subconsultants are required to comply with all Labor Code requirements regarding  
13 the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior  
14 to commencement of work, CONSULTANT and subconsultants are advised to contact the DIR Division  
15 of Apprenticeship Standards website at <https://www.dir.ca.gov/das/>, for additional information regarding  
16 the employment of apprentices and for the specific journey-to- apprentice ratios for the Agreement work.  
17 The CONSULTANT is responsible for all subconsultants' compliance with these requirements. Penalties  
18 are specified in Labor Code §1777.7.

19 **ARTICLE XIII CONFLICT OF INTEREST**

- 20 A. CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent  
21 contractors and its subconsultants as well as their respective employees, agents, representatives, or  
22 independent contractors to comply with all applicable conflict of interest laws and regulations, including but  
23 not limited to the Political Reform Act and California Government Code section 1090. Furthermore,  
24 CONSULTANT shall cause itself, its respective employees, agents, representatives, or independent  
25 contractors and its subconsultants as well as their respective employees, agents, representatives, or  
26 independent contractors to comply with the COUNTY's Conflict of Interest Code. CONSULTANT further  
27 agrees to cause itself, its respective employees, agents, representatives, or independent contractors to  
28 complete any statements of economic interest if required by COUNTY or State law. Notwithstanding any other  
29

1 provision contained in this Agreement, for a breach or violation of this provision, COUNTY shall have the right  
2 to immediately terminate this Agreement without liability and seek any other remedy provided by law or equity  
3 or this Agreement.

4 B. During the term of this Agreement, the CONSULTANT shall disclose any financial, business, or other  
5 relationship with COUNTY that may have an impact upon the outcome of this Agreement or any ensuing  
6 COUNTY construction project. The CONSULTANT shall also list current clients who may have a financial  
7 interest in the outcome of this Agreement or any ensuing COUNTY construction project which will follow.

8 C. CONSULTANT certifies that it has disclosed to COUNTY any actual, apparent, or potential conflicts of interest  
9 that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to  
10 advise COUNTY of any actual, apparent or potential conflicts of interest that may develop subsequent to the  
11 date of execution of this Agreement.

12 D. CONSULTANT hereby certifies that it does not now have nor shall it acquire any financial or business interest  
13 that would conflict with the performance of services under this Agreement.

14 E. The CONSULTANT (nor any subconsultant nor any firms affiliated with the CONSULTANT or any  
15 subconsultant) shall not be eligible to perform any further phases of this PROJECT or to bid on any  
16 construction contract or on any Agreement to provide construction inspection for any construction project  
17 resulting from this Agreement. An affiliated firm is one, which is subject to the control of the same persons,  
18 though joint ownership or otherwise.

19 **ARTICLE XIV REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION**

20 The CONSULTANT warrants that this Agreement was not obtained or secured through rebates, kickbacks or  
21 other unlawful consideration either promised or paid to any COUNTY employee. For breach or violation of this  
22 warranty, COUNTY shall have the right, in its discretion, to terminate this Agreement without liability, to pay only  
23 for the value of the work actually performed, or to deduct from the Agreement price or otherwise recover the full  
24 amount of such rebate, kickback or other unlawful consideration.

25 **ARTICLE XV PROHIBITION OF EXPENDING COUNTY STATE OR FEDERAL FUNDS FOR LOBBYING**

26 If Article V.K identifies that federal funds are used, in whole or in part, to fund the services performed under this  
27 Agreement and such federal funding will exceed \$150,000 then compliance with the provisions of Article XV as  
28 described below is required. If Article V.K identifies that services are not funded in whole or in part with Federal  
29

1 funds of such federal funding will be less than \$150,000 then compliance with the requirements of Article XV is  
2 not required.

3 A. The CONSULTANT certifies, to the best of his or her knowledge and belief, that:

4 1. No state, federal or COUNTY appropriated funds have been paid or will be paid, by or on behalf of the  
5 CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any  
6 local, state or federal agency, a Member of the State Legislature or United States Congress, an officer or  
7 employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in  
8 connection with the awarding of making of this Agreement, or with the extension, continuation, renewal,  
9 amendment, or modification of this Agreement.

10 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for  
11 influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an  
12 officer or employee of Congress, or an employee of a Member of Congress in connection with this  
13 Agreement, the CONSULTANT shall complete and submit Standard Form-LLL, "Disclosure Form to  
14 Report Lobbying", in accordance with its instructions.

15 B. This certification is a material representation of fact upon which reliance was placed when this transaction  
16 was made or entered into. Submission of this certification is a prerequisite for making or entering into this  
17 transaction imposed by 31 U.S.C. Section 1352. Any person who fails to file the required certification shall be  
18 subject to a civil penalty of not less than ten thousand dollars (\$10,000) and not more than one hundred  
19 thousand dollars (\$100,000) for each such failure.

20 C. The CONSULTANT also agrees by signing this document that he or she shall require that the language of this  
21 certification be included in all lower tier subagreements, which exceed one hundred thousand dollars  
22 (\$100,000), and that all such subrecipients shall certify and disclose accordingly.

23 **ARTICLE XVI NON-DISCRIMINATION CLAUSE AND STATEMENT OF COMPLIANCE**

24 A. The CONSULTANT's signature affixed herein and dated shall constitute a certification under penalty of  
25 perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with the  
26 nondiscrimination program requirements of Government Code Section 12990 and 2 California Code of  
27 Regulations (CCR) Section 8103.

28 B. During the performance of this Agreement, CONSULTANT and its subconsultants shall not deny the

1 Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry,  
2 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
3 gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they  
4 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment  
5 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical  
6 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual  
7 orientation, or military and veteran status. CONSULTANT and subconsultants shall insure that the evaluation  
8 and treatment of their employees and applicants for employment are free from such discrimination and  
9 harassment.

10 C. CONSULTANT and subconsultants shall comply with the provisions of the Fair Employment and Housing Act  
11 (Government Code Section 12990 et seq.), the applicable regulations promulgated there under (2 CCR  
12 Section 11000 et seq.), the provisions of Government Code Sections 11135-11139.5, and the regulations or  
13 standards adopted by COUNTY to implement such article. The applicable regulations of the Fair Employment  
14 and Housing Commission implementing Government Code Section 12990 (a-f), set forth 2 CCR Sections  
15 8100-8504, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

16 D. CONSULTANT shall permit access by representatives of the Department of Fair Employment and Housing  
17 and the COUNTY upon reasonable notice at any time during the normal business hours, but in no case less  
18 than twenty-four (24) hours' notice, to such of its books, records, accounts, and all other sources of  
19 information and its facilities as said Department or COUNTY shall require to ascertain compliance with this  
20 cause.

21 E. CONSULTANT and its subconsultants shall give written notice of their obligations under this clause to labor  
22 organizations with which they have a collective bargaining or other agreement.

23 F. CONSULTANT shall include the nondiscrimination and compliance provisions of this clause in all  
24 subcontracts to perform work under this Agreement.

25 G. The CONSULTANT, with regard to the work under this Agreement, shall act in accordance with Title VI of the  
26 Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.). Title VI provides that the recipients of federal  
27 assistance will implement and maintain a policy of nondiscrimination in which no person in the United States  
28 shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in,  
29

1 denied the benefits of or subject to discrimination under any program or activity by the recipients of federal  
2 assistance or their assignees and successors in interest.

3 H. The CONSULTANT shall comply with regulations relative to non-discrimination in federally-assisted programs  
4 of the U.S. Department of Transportation (49 CFR 21 – Effectuation of Title VI of the Civil Rights Act of 1964).  
5 Specifically, the CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited  
6 by 49 CFR Section 21.5, including employment practices and the selection and retention of subconsultants.

7 I. CONSULTANT, subrecipient or subconsultant will never exclude any person from participation in, deny any  
8 person the benefits of, or otherwise discriminate against anyone in connection with the award and  
9 performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In  
10 administering the COUNTY components of DBE Program Plan, CONSULTANT, subrecipient or subconsultant  
11 will not, directly or through contractual or other arrangements, use criteria or methods of administration that  
12 have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program  
13 Plan with respect to individuals of a particular race, color, sex, or national origin.

14 **ARTICLE XVII DEBARMENT AND SUSPENSION CERTIFICATION**

15 A. The CONSULTANT's signature affixed herein shall constitute a certification under penalty of perjury under the  
16 laws of the State of California, that the CONSULTANT or any person associated therewith in the capacity of  
17 owner, partner, director, officer or manager:

- 18 1. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by  
19 any federal agency;
- 20 2. Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal  
21 agency within the past three (3) years;
- 22 3. Does not have a proposed debarment pending; and
- 23 4. Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent  
24 jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

25 B. Any exceptions to this certification must be disclosed to COUNTY. Exceptions will not necessarily result in  
26 denial of recommendation for award, but will be considered in determining responsibility. Disclosures must  
27 indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

28 C. Exceptions to the Federal Government excluded parties (<https://sam.gov/content/home>) maintained by the  
29



1 U.S. General Services Administration are to be determined by the Federal Highway Administration (FHWA).

## 2 **ARTICLE XVIII DISADVANTAGED BUSINESS ENTERPRISES (DBE) PARTICIPATION**

3 If Article V.K identifies that Federal funds are used, in whole or in part, to fund the services performed under this  
4 Agreement then compliance with the provisions of Article XVIII as described below is required. If Article V.K  
5 identifies that services are not funded in whole or in part with Federal funds than compliance with the  
6 requirements of Article XVIII is not required.

7 A. CONSULTANT or subconsultants shall take necessary and reasonable steps to ensure that DBEs have  
8 opportunities to participate in the Agreement (49 CFR 26). To ensure equal participation of DBEs provided in  
9 49 CFR 26.5, the COUNTY shows a contract goal for DBEs. CONSULTANT shall make work available to  
10 DBEs and select work parts consistent with available DBE subconsultants and suppliers.

11 CONSULTANT shall meet the DBE goal shown elsewhere in these specials provisions or demonstrate that  
12 they made adequate good faith efforts to meet this goal. It is CONSULTANT's responsibility to verify at date  
13 of proposal opening that the DBE firm is certified as a DBE by using the California Unified Certification  
14 Program (CUCP) database and possesses the most specific available North American Industry Classification  
15 System (NAICS) codes or work code applicable to the type of work the firm will perform on the Agreement.  
16 Additionally, the CONSULTANT is responsible to document the verification record by printing out the CUCP  
17 data for each DBE firm. A list of DBE's certified by the CUCP can be found at [https://dot.ca.gov/programs/civil-  
18 rights/dbe-search](https://dot.ca.gov/programs/civil-rights/dbe-search).

19 All DBE participation will count toward the California Department of Transportation's federally mandated  
20 statewide overall DBE goal. Credit for materials or supplies CONSULTANT purchases from DBEs counts  
21 towards the goal in the following manner:

- 22 • 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 23 • 60 percent counts if the materials or supplies are purchased from a DBE regular dealer.
- 24 • Only fees, commissions, and charges for assistance in the procurement and delivery of materials or  
25 supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 40 CFR  
26 26.55 defines "manufacturer" and "regular dealer."

27 This Agreement is subject to 49 CFR 26 entitled "Participation by Disadvantaged Business Enterprises in  
28 Department of Transportation Financial Assistance Programs." CONSULTANTS who enter into a federally-

1 funded agreement will assist the COUNTY in a good faith efforts to achieve California's statewide overall DBE  
2 goal.

3 B. The goal for DBE participation for this Agreement is **N/A%**. Participation by DBE CONSULTANT or  
4 subconsultants shall be in accordance with information contained in Exhibit 10-02: Consultant Contract DBE  
5 Commitment attached hereto and incorporated as part of the Agreement. If a DBE subconsultant is unable to  
6 perform, CONSULTANT must make a good faith effort to replace him/her with another DBE subconsultant, if  
7 the goal is not otherwise met.

8 C. CONSULTANT can meet the DBE participation goal by either documenting commitments to DBEs to meet the  
9 Agreement goal, or by documenting adequate good faith efforts to meet the Agreement goal. An adequate  
10 good faith means that the CONSULTANT must show that it took all necessary and reasonable steps to  
11 achieve a DBE gal that, by their scope, intensity, and appropriateness to the objective, could reasonably be  
12 expected to meet the DBE goal. If CONSULTANT has not met the DBE goal, complete and submit Exhibit  
13 15-H: DBE Information – Good Faith Efforts to document efforts to meet the goal. Refer to 49 CFR 26 for  
14 guidance regarding evaluation of good faith efforts to meet the DBE goal.

15 **D. Contract Assurance**

16 Under 49 CFR 26.13(b):

17 CONSULTANT, subrecipients or subconsultants shall not discriminate on the basis of race, color, national  
18 origin, or sex in the performance of this Agreement. CONSULTANT shall carry out applicable requirements of  
19 49 CFR 26 in the award and administration of federal-aid contracts.

20 Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which  
21 may result in the termination of this Agreement or such other remedy as the recipient deems appropriate,  
22 which may include, but is not limited to:

- 23 1) Withholding monthly progress payments;
- 24 2) Assessing sanctions;
- 25 3) Liquidated damages; and/or
- 26 4) Disqualifying CONSULTANT from future proposing as non-responsible

27 **E. Termination and Substitution of DBE subconsultants**

28 CONSULTANT shall utilize the specific DBE listed to perform the work and supply the materials for which  
29

1 each is listed unless CONSULTANT or DBE subconsultant obtains the COUNTY's written consent.  
2 CONSULTANT shall not terminate or substitute a listed DBE for convenience and perform the work with their  
3 own forces or obtain materials from other sources without authorization from the COUNTY. Unless the  
4 COUNTY's consent is provided, the CONSULTANT shall not be entitled to any payment for work or material  
5 unless it is performed or supplied by the listed DBE on the Exhibit 10-02: Consultant Contract DBE  
6 Commitment form, included in the Bid.

7 The COUNTY authorizes a request to use other forces or sources of materials if CONSULTANT shows any of  
8 the following justifications:

- 9 1) Listed DBE fails or refuses to execute a written contract based on plans and specifications for the  
10 project.
- 11 2) The COUNTY stipulate that a bond is a condition of executing the subcontract and the listed DBE  
12 fails to meet the COUNTY's bond requirements.
- 13 3) Work requires a CONSULTANT's license and listed DBE does not have a valid license under  
14 Contractors License Law.
- 15 4) Listed DBE fails or refuses to perform the work or furnish the listed materials (failing or refusing to  
16 perform is not an allowable reason to remove a DBE if the failure or refusal is a result of bad faith  
17 or discrimination).
- 18 5) Listed DBE's work is unsatisfactory and not in compliance with the Agreement.
- 19 6) Listed DBE is ineligible to work on the project because of suspension or debarment.
- 20 7) Listed DBE becomes bankrupt or insolvent.
- 21 8) Listed DBE voluntarily withdraws with written notice from the Agreement.
- 22 9) Listed DBE is ineligible to receive credit for the type of work required.
- 23 10) Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the  
24 Agreement.
- 25 11) The COUNTY determines other documented good cause.

26 CONSULTANT shall notify the original DBE of the intent to use other forces or material sources and provide  
27 the reasons and provide the DBE with 5 days to respond to the notice and advise CONSULTANT and the  
28 COUNTY of the reasons why the use of other forces or sources of materials should not occur.

1 CONSULTANT's request to use other forces or material sources must include:

- 2 1) One or more of the reasons listed in the preceding paragraph.
- 3 2) Notices from CONSULTANT to the DBE regarding the request.
- 4 3) Notices for the DBEs to CONSULTANT regarding the request.

5 If a listed DBE is terminated or substituted, CONSULTANT must make good faith efforts to find another DBE  
6 to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the  
7 original DBE under the Agreement to the extent to meet or exceed the DBE goal.

8 **F. Commitment and Utilization**

9 The COUNTY's DBE program must include a monitoring and enforcement mechanism to ensure that DBE  
10 commitments reconcile to DBE utilization.

11 CONSULTANT shall:

- 12 1) Notify the COUNTY Contract Administrator or designated representative of any changes to its  
13 anticipated DBE participation.
- 14 2) Provide this notification before starting the affected work.
- 15 3) Maintain records including:
  - 16 • Name and business address of each 1<sup>st</sup>-tier subconsultant
  - 17 • Name and business address of each DBE subconsultant, DBE vendor, and DBE  
18 trucking company, regardless of tier
  - 19 • Date of payment and total amount paid to each business (see Exhibit 9-F: Monthly  
20 Disadvantaged Business Enterprise Payment)

21 If CONSULTANT is a DBE CONSULTANT, they shall include the date of work performed by their own forces  
22 and the corresponding value of the work.

23 If a DBE is decertified before completing its work, the DBE must notify CONSULTANT in writing of the  
24 decertified date. If a business becomes a certified DBE before completing its work, the business must notify  
25 CONSULTANT in writing of the certification date. CONSULTANT shall complete a Disadvantaged Business  
26 Enterprise (DBE) Certification Status Change, Exhibit 17-O, form and submit the form to the COUNTY within  
27 thirty (30) days of Agreement acceptance.

28 Upon work completion, CONSULTANT shall complete Exhibit 17-F: Final Report – Utilization of  
29

1 Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors and submit it to the COUNTY within  
2 ninety (90) days of contract acceptance. The COUNTY will withhold \$10,000 until the form is submitted. The  
3 COUNTY will release the withhold upon submissions of the completed form.

4 In the COUNTY's reports of DBE participation to Caltrans, the COUNTY must display both commitments and  
5 attainments.

6 G. A DBE is only eligible to be counted toward the Agreement goal is it performs a commercially useful function  
7 (CUF) on the Agreement. CUF must be evaluated on an agreement by agreement basis. A DBE performs a  
8 CUF when it is responsible for execution of the work of the Agreement and is carrying out its responsibilities  
9 by actually performing, managing, and supervising the work involved. To perform a CUF, the DBE must also  
10 be responsible, with respect quantity, ordering the material and installing (where applicable), and paying for  
11 the material itself, industry practices, whether the amount the firm is to be paid under the Agreement is  
12 commensurate with the work it is actually performing, and other relevant factors.

13 H. A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, agreement,  
14 or project through which funds are passed in order to obtain the appearance of DBE participation. In  
15 determining whether a DBE is such an extra participant, examine similar transactions, particularly those in  
16 which DBEs do not participate.

17 I. A DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its  
18 Agreement with its own work force, or the DBE subcontracts a greater portion of the work of the Agreement  
19 than would be expected on the basis of normal industry practice for the type of work involved, it will be  
20 presumed that it is not performing a CUF.

21 J. CONSULTANT shall maintain records of materials purchases or supplied for all subcontracts entered into with  
22 certified DBEs. The record shall show the name and business address of each DBE or vendor and the total  
23 dollar amount actually paid each DBE or vendor, regardless of tier. The records shall show the date of  
24 payment and the total dollar figure paid to all firms, DBE CONSULTANT's shall also show the date of work  
25 performed by their own forces along with the corresponding dollar value of the work.

26 K. If a DBE subconsultant is decertified during the life of the Agreement, the decertified subconsultant shall notify  
27 CONSULTANT in writing with the date of decertification. If a subconsultant becomes a certified DBE during  
28 the life of the Agreement, the subconsultant shall notify CONSULTANT in writing with the date of certification.

1 Any changes should be reported to COUNTY Contract Administrator within thirty (30) calendar days.

2 L. After submitting an invoice for reimbursement that includes a payment to a DBE, but no later than the 10<sup>th</sup> of  
3 the following month, the prime contractor/consultant shall complete and email the Exhibit 9-F: Disadvantaged  
4 Business Enterprise Running Tally of Payments to [business.support.unit@dot.ca.gov](mailto:business.support.unit@dot.ca.gov) with a copy to the  
5 Agency.

6 M. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this section.

7 **ARTICLE XIX INDEMNIFICATION AND INSURANCE**

8 A. Basic Indemnity

9 1. To the fullest extent permitted by applicable law, CONSULTANT agrees to defend (through legal counsel  
10 reasonably acceptable to COUNTY), indemnify, and hold harmless the County of Riverside, its Agencies,  
11 Districts, Departments and Special Districts, Board of Supervisors, elected and appointed officials, and  
12 each of their respective directors, members officers, employees, agents, volunteers and representatives  
13 ("Indemnitees") and each of them from any and all Losses that arise out of or relate to any act or  
14 omission constituting ordinary and not professional negligence (including, without limitation, negligent  
15 breach of contract), recklessness, or willful misconduct on the part of CONSULTANT or its subconsultants  
16 or their respective employees, agents, representatives, or independent contractors.

17 2. "Losses" shall mean any and all economic and non-economic losses, costs, liabilities, claims, damages,  
18 actions, judgments, settlements and expenses, including, without limitation, full and actual attorney's fees  
19 (including, without limitation, attorney's fees for trial and on appeal), expert and non-expert witness fees,  
20 arbitrator and arbitration fees and mediator and mediation fees.

21 3. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability  
22 arising from suits, claims, demands, actions, or proceedings made by agents, employees or  
23 subcontractors of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement  
24 or any other benefit not explicitly set forth in this Agreement and arising out of work performed for  
25 COUNTY pursuant to this Agreement. The Indemnitees shall be entitled to the defense and  
26 indemnification provided for hereunder regardless of whether the Loss is in part caused or contributed to  
27 by the acts or omissions of an Indemnitee or any other person or entity; provided however, that nothing  
28 contained herein shall be construed as obligating CONSULTANT to indemnify and hold harmless any  
29

1 Indemnitee to the extent not required under the provisions of Paragraph B. below.

2 **B. Indemnity for Design Professional Services**

- 3 1. To the fullest extent permitted by Applicable Law, CONSULTANT agrees to defend (through legal counsel  
4 reasonably acceptable to COUNTY), indemnify and hold harmless the Indemnitees, and each of them,  
5 against any and all Losses that arise out of, pertain to, or relate to, any negligence, recklessness or willful  
6 misconduct constituting professional negligence on the part of CONSULTANT or its subconsultants, or  
7 their respective employees, agents, representatives, or independent contractors. The Indemnitees shall  
8 be entitled to the defense, and indemnification provided for hereunder regardless of whether the Loss is,  
9 in part, caused or contributed to by the acts or omissions of an Indemnitee or any other person or entity;  
10 provided, however, that nothing contained herein shall be construed as obligating CONSULTANT to  
11 indemnify and hold harmless any Indemnitee to the extent not required under the provisions of this  
12 section. CONSULTANT shall defend and pay, all costs and fees, including but not limited to attorney fees,  
13 cost of investigation, and defense, in any loss, suits, claims, demands, actions, or proceedings to the  
14 extent and in proportion to the percentage, such costs and fees arise out of, pertain to, or relate to the  
15 negligence, recklessness or willful misconduct of CONSULTANT arising out of or from the performance of  
16 professional design services under this Agreement. The duty to defend applies to any alleged or actual  
17 negligence, recklessness, willful misconduct of CONSULTANT. The cost for defense shall apply whether  
18 or not CONSULTANT is a party to the lawsuit and shall apply whether or not CONSULTANT is directly  
19 liable to the plaintiffs in the lawsuit. The duty to defend applies even if Indemnitees are alleged or found to  
20 be actively negligent, but only in proportion to the percentage of fault or negligence of CONSULTANT.
- 21 2. Without affecting the rights of COUNTY under any other provision of this Agreement, CONSULTANT shall  
22 not be required to indemnify or hold harmless or provide defense or defense costs to an Indemnitee for a  
23 Loss due to that Indemnitee's negligence, recklessness or willful misconduct; provided, however, that  
24 such negligence, recklessness or willful misconduct has been determined by agreement of  
25 CONSULTANT and Indemnitee or has been adjudged by the findings of a court of competent jurisdiction.
- 26 3. CONSULTANT agrees to obtain or cause to be obtained executed defense and indemnity agreements  
27 with provisions identical to those set forth in this section from each and every subconsultant, of every  
28 Tier.

- 1 4. CONSULTANT's indemnification obligations under this Agreement shall not be limited by the amount or  
2 type of damages, compensation or benefits payable under any policy of insurance, workers'  
3 compensation acts, disability benefit acts or other employee benefit acts.
- 4 5. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in  
5 pursuing or enforcing their right to defense and/or indemnification under this Agreement.

6 **C. INSURANCE**

7 Without limiting or diminishing the CONSULTANT's obligation to indemnify or hold the COUNTY harmless,  
8 CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and expense, the  
9 following insurance coverage's during the term of this Agreement. As respects to the insurance section only,  
10 the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and  
11 Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed  
12 officials, agents or representatives as Additional Insureds.

13 1. **Workers' Compensation:**

14 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall  
15 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State  
16 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with  
17 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive  
18 subrogation in favor of the County of Riverside.

19 2. **Commercial General Liability:**

20 Commercial General Liability insurance coverage, including but not limited to, premises liability,  
21 unmodified contractual liability, products and completed operations liability, personal and advertising  
22 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT's  
23 performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's  
24 limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance  
25 contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2)  
26 times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

27 3. **Vehicle Liability:**

28 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then  
29



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**4. Professional Liability**

CONSULTANT shall maintain Professional Liability Insurance providing coverage for the CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**5. General Insurance Provisions - All lines:**

- a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The CONSULTANT must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the COUNTY's Risk Manager, CONSULTANT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration,

1 and defense costs and expenses.

- 2 c. CONSULTANT shall cause CONSULTANT's insurance carrier(s) to furnish the County of Riverside  
3 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of  
4 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing  
5 by the COUNTY Risk Manager, provide original Certified copies of policies including all  
6 Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further,  
7 said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that  
8 thirty (30) days written notice shall be given to the County of Riverside prior to any material  
9 modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a  
10 material modification, cancellation, expiration, or reduction in coverage, this Agreement shall  
11 terminate forthwith, unless the County of Riverside receives, prior to such effective date, another  
12 properly executed original Certificate of Insurance and original copies of endorsements or certified  
13 original policies, including all endorsements and attachments thereto evidencing coverage's set forth  
14 herein and the insurance required herein is in full force and effect. CONSULTANT shall not  
15 commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and  
16 certified original copies of endorsements and if requested, certified original policies of insurance  
17 including all endorsements and any and all other attachments as required in this Section. An  
18 individual authorized by the insurance carrier to do so on its behalf shall sign the original  
19 endorsements for each policy and the Certificate of Insurance.
- 20 d. It is understood and agreed to by the parties hereto that the CONSULTANT's insurance shall be  
21 construed as primary insurance, and the COUNTY's insurance and/or deductibles and/or self-insured  
22 retention's or self-insured programs shall not be construed as contributory.
- 23 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope  
24 of services; or, there is a material change in the equipment to be used in the performance of the  
25 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)  
26 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of  
27 liability required under this Agreement, if in the COUNTY Risk Manager's reasonable judgment, the  
28 amount or type of insurance carried by the CONSULTANT has become inadequate.

- 1 f. CONSULTANT shall pass down the insurance obligations contained herein to all tiers of
- 2 subconsultants working under this Agreement.
- 3 g. The insurance requirements contained in this Agreement may be met with a program(s) of self-
- 4 insurance acceptable to the COUNTY.
- 5 h. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
- 6 may give rise to a claim arising from the performance of this Agreement.

7 **ARTICLE XX FUNDING REQUIREMENTS**

- 8 A. It is mutually understood between the parties that this Agreement may have been written before ascertaining
- 9 the availability of funds or appropriation of funds, for the mutual benefit of both parties, in order to avoid
- 10 program and fiscal delays that would occur if the Agreement were executed after that determination was
- 11 made.
- 12 B. This Agreement is valid and enforceable only if sufficient funds are made available to COUNTY for the
- 13 purpose of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations,
- 14 conditions, or any statute enacted by the Congress, State Legislature, or COUNTY governing board that may
- 15 affect the provisions, terms, or funding of this Agreement in any manner.
- 16 C. It is mutually agreed that if sufficient funds are not appropriated, this Agreement may be amended to reflect
- 17 any reduction in funds.
- 18 D. COUNTY has the option to terminate the Agreement pursuant to Article VI Termination, or by mutual
- 19 agreement to amend the Agreement to reflect any reduction of funds.

20 **ARTICLE XXI CHANGE IN TERMS**

- 21 A. This Agreement may be amended or modified only by mutual written agreement of the parties.
- 22 B. CONSULTANT shall only commence work covered by an amendment after the amendment is executed and
- 23 notification to proceed has been provided by COUNTY Contract Administrator.
- 24 C. There shall be no change in CONSULTANT Project Manager or members of the project team, as listed as
- 25 Key Personnel in the approved Scope of Services, which is a part of this Agreement without prior written
- 26 approval by COUNTY Contract Administrator.

27 **ARTICLE XXII CONTINGENT FEE**

28 CONSULTANT warrants, by execution of this Agreement that no person or selling agency has been employed, or

1 retained, to solicit or secure this Agreement upon an agreement or understanding, for a commission, percentage,  
2 brokerage, or contingent fee, excepting bona fide employees, or bona fide established commercial or selling  
3 agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this  
4 warranty, COUNTY has the right to annul this Agreement without liability; pay only for the value of the work  
5 actually performed, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover  
6 the full amount of such commission, percentage, brokerage, or contingent fee.

7 **ARTICLE XXIII DISPUTES**

8 A. Prior to either party commencing any legal action under this Agreement, the parties agree to try in good faith,  
9 to settle any dispute amicably between them. If a dispute has not been settled after forty-five (45) days of  
10 good-faith negotiations and as may be otherwise provided herein, then either party may commence legal  
11 action against the other. This Agreement shall be governed by the laws of the State of California. Any legal  
12 action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court  
13 of the State of California located in Riverside, California, and the parties waive any provision of law providing  
14 for a change of venue to another location. In the event any provision in this Agreement is held by a court of  
15 competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless  
16 continue in full force without being impaired or invalidated in any way.

17 B. Any dispute, other than audit, concerning a question of fact arising under this Agreement that is not disposed  
18 of by agreement shall be decided by a committee consisting of COUNTY Contract Administrator and Director  
19 of Transportation, or designee, who may consider written or verbal information submitted by CONSULTANT.

20 C. Not later than thirty (30) days after completion of all deliverables necessary to complete the plans,  
21 specifications and estimate, CONSULTANT may request review by COUNTY Governing Board of unresolved  
22 claims or disputes, other than audit. The request for review will be submitted in writing.

23 D. Neither the pendency of a dispute, nor its consideration by the committee will excuse CONSULTANT from full  
24 and timely performance in accordance with the terms of this Agreement.

25 **ARTICLE XXIV INSPECTION OF WORK**

26 CONSULTANT and any subconsultant shall permit COUNTY, the state, and the FHWA if federal participating  
27 funds are used in this Agreement; to review and inspect the project activities and files at all reasonable times  
28 during the performance period of this Agreement.

1 **ARTICLE XXV SAFETY**

- 2 A. CONSULTANT shall comply with OSHA regulations applicable to CONSULTANT regarding necessary safety  
3 equipment or procedures. CONSULTANT shall comply with safety instructions issued by COUNTY Safety  
4 Officer and other COUNTY representatives. CONSULTANT personnel shall wear hard hats and safety vests  
5 at all times while working on the construction project site.
- 6 B. Pursuant to the authority contained in Vehicle Code Section 591, COUNTY has determined that such areas  
7 are within the limits of the project and are open to public traffic. CONSULTANT shall comply with all of the  
8 requirements set forth in Divisions 11, 12, 13, 14, and 15 of the Vehicle Code. CONSULTANT shall take all  
9 reasonably necessary precautions for safe operation of its vehicles and the protection of the traveling public  
10 from injury and damage from such vehicles.
- 11 C. Any subcontract entered into as a result of this Agreement, shall contain all of the provisions of this Article.
- 12 D. In the event CONSULTANT performs trenching of five (5) feet or deeper in the performance any service  
13 provided under this Agreement, CONSULTANT must have a Division of Occupational Safety and Health  
14 (CAL-OSHA) permit(s), as outlined in California Labor Code Sections 6500 and 6705, prior to the initiation of  
15 any practices, work, method, operation, or process related to the construction or excavation of trenches which  
16 are five (5) feet or deeper.

17 **ARTICLE XXVI OWNERSHIP OF DATA**

- 18 A. It is mutually agreed that all materials prepared by CONSULTANT under this Agreement shall become the  
19 property of COUNTY, and CONSULTANT shall have no property rights therein whatsoever. Immediately,  
20 upon termination, COUNTY shall be entitled to, and CONSULTANT shall deliver to COUNTY, reports,  
21 investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date,  
22 whether completed or not, and other such materials as may have been prepared or accumulated to date by  
23 CONSULTANT in performing this Agreement which is not CONSULTANT's privileged information, as defined  
24 by law, or CONSULTANT's personnel information, along with all other property belonging exclusively to  
25 COUNTY which is in CONSULTANT's possession. Publication of the information derived from work  
26 performed or data obtained in connection with services rendered under this Agreement must be approved in  
27 writing by COUNTY.
- 28 B. Additionally, it is agreed that the Parties intend this to be an Agreement for services and each considers the
- 29

1 products and results of the services to be rendered by CONSULTANT hereunder to be work made for hire.  
2 CONSULTANT acknowledges and agrees that the work (and all rights therein, including, without limitation,  
3 copyright) belongs to and shall be the sole and exclusive property of COUNTY without restriction or limitation  
4 upon its use or dissemination by COUNTY.

5 C. Nothing herein shall constitute or be construed to be any representation by CONSULTANT that the work  
6 product is suitable in any way for any other project except the one detailed in this Agreement. Any reuse by  
7 COUNTY for another project or project location shall be at COUNTY's sole risk.

8 D. COUNTY may permit copyrighting reports or other agreement products. If copyrights are permitted; the  
9 Agreement shall provide that the FHWA and COUNTY shall have the royalty-free nonexclusive and  
10 irrevocable right to reproduce, publish, or otherwise use; and to authorize others to use, the work for  
11 government purposes.

12 **ARTICLE XXVII CLAIMS FILED BY COUNTY'S CONSTRUCTION CONTRACTOR**

13 A. If claims are filed by COUNTY's construction contractor relating to work performed by CONSULTANT's  
14 personnel, and additional information or assistance from CONSULTANT's personnel is required in order to  
15 evaluate or defend against such claims; CONSULTANT agrees to make its personnel available for  
16 consultation with COUNTY's construction contract administration and legal staff and for testimony, if  
17 necessary, at depositions and at trial or arbitration proceedings.

18 B. CONSULTANT's personnel that COUNTY considers essential to assist in defending against construction  
19 contractor claims will be made available on reasonable notice from COUNTY. Consultation or testimony will  
20 be reimbursed at the same rates, including travel costs that are being paid for CONSULTANT's personnel  
21 services under this Agreement.

22 C. Services of CONSULTANT's personnel in connection with COUNTY's construction contractor claims will be  
23 performed pursuant to a written contract amendment, if necessary, extending the termination date of this  
24 Agreement in order to resolve the construction claims.

25 **ARTICLE XXVIII CONFIDENTIALITY OF DATA**

26 A. All financial, statistical, personal, technical, or other data and information relative to COUNTY's operations,  
27 which are designated confidential by COUNTY and made available to CONSULTANT in order to carry out this  
28 Agreement, shall be protected by CONSULTANT from unauthorized use and disclosure.

- 1 B. Permission to disclose information on one occasion, or public hearing held by COUNTY relating to the  
2 Agreement, shall not authorize CONSULTANT to further disclose such information, or disseminate the same  
3 on any other occasion.
- 4 C. CONSULTANT shall not comment publicly to the press or any other media regarding the Agreement or  
5 COUNTY's actions on the same, except to COUNTY's staff, CONSULTANT's own personnel involved in the  
6 performance of this Agreement, at public hearings or in response to questions from a Legislative committee.
- 7 D. CONSULTANT shall not issue any news release or public relations item of any nature, whatsoever, regarding  
8 work performed or to be performed under this Agreement without prior review of the contents thereof by  
9 COUNTY, and receipt of COUNTY's written permission.
- 10 E. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- 11 F. All information related to the construction estimate is confidential and shall not be disclosed by  
12 CONSULTANT to any entity other than COUNTY, Caltrans, and/or FHWA. All of the materials prepared or  
13 assembled by CONSULTANT pursuant to the performance of this Agreement are confidential and  
14 CONSULTANT agrees that they shall not be made available to any individual or organization without the prior  
15 written approval of COUNTY or except by court order. If CONSULTANT or any of its officers, employees, or  
16 subcontractors does voluntarily provide information in violation of this Agreement, COUNTY has the right to  
17 reimbursement and indemnity from CONSULTANT for any damages caused by CONSULTANT releasing the  
18 information, including, but not limited to, COUNTY's attorney's fees and disbursements, including without  
19 limitation expert's fees and disbursements.

20 **ARTICLE XXIX NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

21 In accordance with Public Contract Code Section 10296, CONSULTANT hereby states under penalty of perjury  
22 that no more than one final unappealable finding of contempt of court by a federal court has been issued against  
23 CONSULTANT within the immediately preceding two-year period, because of CONSULTANT's failure to comply  
24 with an order of a federal court that orders CONSULTANT to comply with an order of the National Labor Relations  
25 Board.

26 **ARTICLE XXX LEGAL COMPLIANCE**

27 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations,  
28 and the orders and decrees of any courts or administrative bodies or tribunals currently in effect and in any

1 manner affecting the performance of this Agreement, including, without limitation, workers' compensation laws  
2 and licensing and regulations. Failure to comply with the foregoing by CONSULTANT may be grounds for  
3 termination by the COUNTY.

4 **ARTICLE XXXI EVALUATION OF CONSULTANT**

5 CONSULTANT's performance will be evaluated by COUNTY. A copy of the evaluation will be sent to  
6 CONSULTANT for comments. The evaluation together with the comments shall be retained as part of the  
7 Agreement record.

8 **ARTICLE XXXII RETENTION OF FUNDS**

- 9 A. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this Article.
- 10 B. COUNTY will withhold the last ten percent (10%) of the budget for preparation of the final PS&E documents.  
11 The ten percent (10%) retainage is to be held after ninety percent (90%) of the PS&E phase has been billed  
12 and is not to be deducted from each invoice. The amount retained will be paid to CONSULTANT after  
13 COUNTY has approved CONSULTANT's PS&E documents. The CONSULTANT, or subconsultant, shall  
14 return all monies withheld in retention from a subconsultant within thirty (30) days after receiving payment.  
15 Federal law (49 CFR 26.29) requires that any delay or postponement of payment over thirty (30) days may  
16 take place only for good cause and with the COUNTY's prior written approval. Any violation of this provision  
17 shall subject the violating CONSULTANT or subconsultant to the penalties, sanctions and other remedies  
18 specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be  
19 construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the  
20 CONSULTANT or subconsultant in the event of a dispute involving late payment or nonpayment by the  
21 CONSULTANT, deficient subconsultant performance, or noncompliance by a subconsultant. This provision  
22 applies to both DBE and non-DBE prime consultant and subconsultants.

23 **ARTICLE XXXIII TITLE VI ASSURANCES**

24 CONSULTANT shall comply with the assurances set forth in Attachment D, Title VI Assurances, as applicable,  
25 which is attached hereto and incorporated herein by reference.

26 **ARTICLE XXXIV NOTIFICATION**

27 All notices hereunder and communications regarding interpretation of the terms of this Agreement and changes  
28 thereto, shall be effected by the mailing thereof by registered or certified mail, return receipt requested, postage



1 prepaid, and addressed to the CONSULTANT Project Manager and COUNTY Contract Administrator at the  
2 respective addresses provided in Article I.B.

3 **ARTICLE XXXV CONTRACT**

4 A. The two parties to this Agreement, who are the before named CONSULTANT and the before named  
5 COUNTY, hereby agree that this Agreement constitutes the entire agreement which is made and  
6 concluded in triplicate between the two parties. Both of these parties for and in consideration of the  
7 payments to be made, conditions mentioned, and work to be performed, each agree to diligently perform  
8 in accordance with the terms and conditions of this Agreement as evidenced by the signatures below.

9 B. This Agreement may be executed in any number of counterparts, each of which will be an original, but all  
10 of which together will constitute one instrument. Each party to this Agreement agrees to the use of  
11 electronic signatures, such as digital signatures that meet the requirements of the California Uniform  
12 Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this  
13 Agreement. The parties further agree that the electronic signatures of the parties included in this  
14 Agreement are intended to authenticate this writing and to have the same force and effect as manual  
15 signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically  
16 associated with an electronic record and executed or adopted by a person with the intent to sign the  
17 electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an  
18 electronic signature for transactions and contracts among parties in California, including a government  
19 agency. Digital signature means an electronic identifier, created by computer, intended by the party using  
20 it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon  
21 by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as  
22 defined in subdivision (l) of Section 1633.2 of the Civil Code.

23  
24 [SIGNATURE PAGE FOLLOWS]  
25  
26  
27  
28  
29

**ARTICLE XXXVI SIGNATURES**

**COUNTY Signatures**

RECOMMENDED FOR APPROVAL:

 Dated: 10/10/2024

DENNIS ACUNA

Director of Transportation

APPROVED AS TO FORM:

County Counsel

 Dated: \_\_\_\_\_

By Deputy

APPROVAL BY THE BOARD OF SUPERVISORS

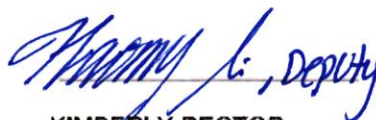
 Dated: 10/22/2024

CHUCK WASHINGTON

PRINTED NAME

Chair, Riverside County Board of Supervisors

ATTEST:


 Dated: 10/22/2024

KIMBERLY RECTOR

Clerk of the Board (SEAL)

**CONSULTANT Signatures**

KOA CORPORATION:

DocuSigned by:  
  
1A209B22CB69487... Dated: 10/8/2024

MICHAEL NILSSON

Principal – Director of Planning

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**ATTACHMENT A • SCOPE OF SERVICES**

**TABLE OF CONTENTS**

**ARTICLE AI • INTRODUCTION ..... 1**

- A. DESCRIPTION..... 1
- B. LOCATION ..... 1
- C. COORDINATION ..... 1
- D. PHASES..... 1
- E. STANDARDS ..... 2
- F. QUALITY CONTROL ..... 3
- G. KEY PERSONNEL..... 4
- H. COUNTY RESPONSIBILITIES..... 5

**ARTICLE AII • SERVICES TO BE PROVIDED ..... 6**

- A. CONTRACT DELIVERABLES ..... 6
- B. SCOPE OF SERVICES ..... 6

**ARTICLE AI • INTRODUCTION**

**A. DESCRIPTION**

The CONSULTANT shall complete a Safety Action Plan in accordance with the scope of services outlined below in Article AII, section B. All tasks and deliverables shall be completed in conformance with the requirements set forth in the 1) Federal Safe Streets and Roads For All Program, 2) Federal Safe Systems Approach, and 3) Comprehensive Safety Action Plans.

**B. LOCATION**

CONSULTANT will complete a Safety Action Plan for all unincorporated communities in Riverside County.

**C. COORDINATION**

CONSULTANT shall coordinate with other involved agencies for compatible design and phasing of construction with existing conditions. Coordination may include, but will not necessarily be limited to the following:

- Southern California Association of Governments
- Coachella Valley Association of Governments
- Riverside County Transportation Commission
- Cities throughout Riverside County

**D. PHASES**

The services performed by CONSULTANT will be accomplished in 9 Phases:

- Phase 1 – Project Initiation and Coordination
- Phase 2 – Stakeholder Engagement
- Phase 3 – Existing Condition Analysis
- Phase 4 – User Needs Assessment
- Phase 5 – Policy Framework and Best Practices
- Phase 6 – Proposed Transportation Network and Program of Projects
- Phase 7 – Prioritization, Funding, and Implementation Plan
- Phase 8 – Draft Plan
- Phase 9 – Public Review, Final Safe Streets Action Plan, and Decision Maker Hearings

CONSULTANT shall proceed upon written notice to proceed by COUNTY.

1 **E. STANDARDS**

2 Documents shall be prepared in accordance with current United States Department of Transportation  
3 (USDOT) regulations, policies, procedures, manuals and standards including compliance with Federal  
4 Highway Administration (FHWA) requirements and/or COUNTY Road Standards as appropriate.

5 **1. Geographical Information System (GIS)**

- 6 a. "GIS Information" shall include GIS digital files (including the information or data contained therein)  
7 and any other information, data, or documentation from COUNTY GIS (regardless of medium or  
8 format) that is provided pursuant to this Agreement.
- 9 b. CONSULTANT acknowledges that the unauthorized use, transfer, assignment, sublicensing, or  
10 disclosure of the GIS information, documentation, or copies thereof will substantially diminish their  
11 value to COUNTY. CONSULTANT acknowledges and agrees that COUNTY GIS information is a  
12 valuable proprietary product, embodying substantial creative efforts, trade secrets, and confidential  
13 information and ideas. COUNTY GIS information is and shall remain the sole property of COUNTY;  
14 and there is no intention of COUNTY to transfer ownership of COUNTY GIS information.
- 15 c. COUNTY GIS information is made available to CONSULTANT solely for use in the normal course of  
16 CONSULTANT's business to produce reports, analysis, maps and other deliverables only for this  
17 PROJECT and as described within the Scope of Services.
- 18 d. CONSULTANT agrees to indemnify and hold harmless COUNTY, its officers, employees and agents  
19 from any and all liabilities, claims, actions, losses or damages relating to or arising from  
20 CONSULTANT's use of COUNTY GIS information.
- 21 e. GIS information cannot be used for all purposes; and GIS information may not be complete for all  
22 purposes. Additional investigation or research by CONSULTANT into other sources will be required.  
23 GIS information is intended only as an information base and is not intended to replace any legal  
24 records. COUNTY has used and will continue to use its best efforts to correctly input into COUNTY  
25 GIS the information contained in various legal and other records; but COUNTY accepts no  
26 responsibility for any conflict with actual legal records or for information not transferred from legal  
27 records to COUNTY GIS. COUNTY has attempted to update GIS information as often as is  
28 practically feasible. However, CONSULTANT should be aware that GIS information may not be

1 current and changes or additions to the information contained in COUNTY GIS may not yet be  
2 reflected in COUNTY GIS.

- 3 f. COUNTY accepts no responsibility for the use of GIS information; and COUNTY provides no  
4 warranty for the use of COUNTY GIS or COUNTY GIS information by CONSULTANT. THE  
5 WARRANTIES SPECIFICALLY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER  
6 WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY  
7 AND FITNESS FOR A PARTICULAR PURPOSE; AND SUCH OTHER WARRANTIES ARE  
8 HEREBY EXCLUDED.

9 **4. Project Files**

10 CONSULTANT shall submit agendas, minutes, meeting sign-in sheets, and all distributed materials to the  
11 COUNTY in electronic form.

12 **F. QUALITY CONTROL**

- 13 1. CONSULTANT shall implement and maintain the following quality control procedures during the  
14 preparation of the plans and documents relating to PROJECT. CONSULTANT shall have a quality  
15 control plan in effect during the entire time services are being performed under this Agreement.
- 16 2. CONSULTANT has total responsibility for the accuracy and completeness of all data, reports, and  
17 plans, prepared for this PROJECT and shall check all such material accordingly. COUNTY will review all  
18 work product deliverables. The responsibility for accuracy and completeness of such items remains  
19 solely that of CONSULTANT. Neither COUNTY'S review or approval shall give rise to any liability or  
20 responsibility on the part of COUNTY, or waive any of COUNTY'S rights, or relieve CONSULTANT of its  
21 professional responsibilities or obligations under this Agreement.
- 22 3. The plans, designs, estimates, calculations, reports and other documents furnished in accordance with  
23 the Scope of Services shall meet the criteria for acceptance and be a product of neat appearance, well  
24 organized, technically and grammatically correct, checked and having the preparer and checker  
25 identified. The minimum standard of appearance, organization and contents shall be of similar types  
26 produced by COUNTY and AGENCIES. If any work product submitted is not complete and ready for  
27 use by COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by  
28 COUNTY. COUNTY expects that all work product not so designated is ready for and can be used on

1           **PROJECT.**

2           **4.** The page identifying preparers of engineering reports, the title sheet for specifications and each sheet of  
3           plans, shall bear the professional seal, certificate number, registration classification, expiration date of  
4           the certificate, and signature of the professional engineer(s) responsible for their preparation.

5           **G. KEY PERSONNEL**

6           The CONSULTANT has represented to the COUNTY that certain key personnel will perform the services  
7           and if one or more of such personnel should become unavailable, CONSULTANT may substitute other  
8           personnel of at least equal competence only after prior written approval by the COUNTY PROJECT  
9           MANAGER has been secured. The key personnel for performance of this PROJECT are:

<b>Assignment</b>	<b>Key Personnel</b>
Director of Engineering/Principal in Charge	Guiseppe Canzonieri
Director of Planning/Project Manager	Michael Nilsson
Planner III/Deputy Project Manager	Tom Chalmers
Project Manager I/ Deputy Project Manager	Jaqueline Henrikson
Principal/QAQC	Walter Okitsu
Principal/Engagement Task Lead	Carlos Velasquez
Project Manager I/ Draft and Final Plan	Frank Barrera
Planner III/Engagement Task Support	Monica Paderanga
Engineer I/ Implementation Task Support	Mario Ramos
Engineer Associate/ Implementation Task Support	Genelle Paderanga
Planner II/ Safety Analysis Task Support	Armin Jorgeson
Planner II/ Equity Task Support	Davis Mariscal
Planner II/ Draft and Final Plan Task Support	Eunju Jung
Planner I/ Engagement Task Support	Isabella Quevedo
Planner I/ Equity Task Support	Isidora Sema
Planner I/ Policy Task Support	Moses Hsieh
Planner I/ Policy Task Support	Grace Hebert
Planner I/ Draft and Final Plan Task Support	Morgan Hunlen

29

1 **H. COUNTY RESPONSIBILITIES**

2 The following includes tasks to be completed by the COUNTY:

- 3 • Attend meetings with CONSULTANT, Stakeholders, community workshops
- 4 • Assist CONSULTANT with project messaging, social media, project surveys'
- 5 • Prepare Board Report for CONSULTANT to present Final Safety Action Plan

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

29



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**ARTICLE AII • SERVICES TO BE PROVIDED**

**A. CONTRACT DELIVERABLES**

Deliverables to the COUNTY are identified under each task below.

**B. SCOPE OF SERVICES**

THE CONSULTANT SHALL COMPLETE THE TASKS OUTLINED BELOW. ALL TASKS AND DELIVERABLES SHALL BE COMPLETED IN CONFORMANCE WITH THE REQUIREMENTS SET FORTH IN THE 1) FEDERAL SAFE STREETS AND ROADS FOR ALL PROGRAM, 2) THE FEDERAL SAFE SYSTEMS APPROACH, AND 3) COMPREHENSIVE SAFETY ACTION PLANS (HEREIN AFTER COLLECTIVELY REFERRED TO AS "GUIDELINES").

THE FINAL SAFETY ACTION PLAN SHALL INCLUDE THE FOLLOWING EIGHT COMPONENTS AS DESCRIBED IN THE SS4A ACTION PLAN COMPONENT ON THE USDOT WEBSITE:

- 1. LEADERSHIP COMMITMENT AND GOAL SETTING
- 2. PLANNING STRUCTURE
- 3. SAFETY ANALYSIS
- 4. ENGAGEMENT AND COLLABORATION
- 5. EQUITY CONSIDERATIONS
- 6. POLICY AND PROCESS CHANGES
- 7. STRATEGY AND PROJECT SELECTIONS
- 8. PROGRESS AND TRANSPARENCY.

THE CONSULTANT IS TO DEVELOP A PROJECT APPROACH AND WORK PLAN THAT WILL INCLUDE THE ABOVE EIGHT COMPONENTS IN THE FINAL SAFETY ACTION PLAN WHICH WILL BE ADOPTED BY THE BOARD OF SUPERVISORS AND APPROVED/CERTIFIED BY THE USDOT TO QUALIFY THE COUNTY FOR APPLYING FOR IMPLEMENTATION GRANTS UNDER THE SS4A PROGRAM.

**TASK 1 PROJECT MANAGEMENT AND COORDINATION**

**1.1 PROJECT MANAGEMENT AND CONTROLS**

THE CONSULTANT SHALL COORDINATE AND HOLD AN IN-PERSON PROJECT KICKOFF MEETING WITH

1 ALL SUBCONSULTANTS, IF ANY, REPRESENTED. THE GOAL OF THE MEETING IS TO INTRODUCE ALL  
2 TEAM MEMBERS FOR THE PROJECT, ESTABLISH DUTIES AND RESPONSIBILITIES FOR EACH TEAM  
3 MEMBER, COMMUNICATION CHANNELS AND OUTLINE EXPECTATIONS. THE CONSULTANT SHALL  
4 HAVE AND UTILIZE A QUALITY CONTROL PLAN.

5  
6 **1.2 PROJECT COORDINATION MEETINGS**

7 THE CONSULTANT SHALL HOLD MONTHLY COORDINATION MEETINGS WITH COUNTY STAFF (IN-  
8 PERSON OR VIRTUAL). THESE MEETINGS SHALL CONTINUE OVER THE DURATION OF THE PROJECT,  
9 ASSUMED TO BE UP TO 16 MONTHS. THE CONSULTANT SHALL DEVELOP MEETING AGENDAS,  
10 PROVIDE MEETING MINUTES AND ACTION ITEM MATRICES. THE CONSULTANT SHALL DEVELOP A  
11 DETAILED WORK PLAN OUTLINING THE OVERALL APPROACH AS WELL AS SPECIFIC ACTIONS AND  
12 ACTIVITIES THAT WILL OCCUR DURING THE PROJECT. THE CONSULTANT SHALL TRACK AND  
13 MONITOR THE PROGRESS OF THE PROJECT AND SUBMIT MONTHLY INVOICES WITH PROGRESS  
14 REPORTS SHOWING THE PERCENTAGE OF THE PROJECT COMPLETE BY TASK. PROGRESS REPORTS  
15 WILL BE REQUIRED TO OUTLINE THE WORK PERFORMED, UPCOMING TASKS OR MILESTONES,  
16 STATUS OF THE SCOPE, SCHEDULE, AND BUDGET, AND RISK ASSESSMENT WITH PROPOSED  
17 MITIGATION.

18  
19 **TASK 1 DELIVERABLES:**

20

TASK #	DELIVERABLES
1.1	PROJECT MANAGEMENT PLAN, KICK-OFF MEETING AGENDA, PROJECT SCHEDULE AND MEETING MINUTES.
1.2	MONTHLY PROGRESS REPORTS AND INVOICES • AGENDAS, UPDATED SCHEDULE, ACTION ITEM MATRICES AND MEETING MINUTES FOR PROJECT MANAGEMENT COORDINATION MEETINGS

21  
22  
23  
24  
25  
26  
27  
28 **TASK 2 PLANNING STRUCTURE AND GOAL SETTING**

1  
2 THE CONSULTANT SHALL BE RESPONSIBLE FOR THE COORDINATION REQUIRED TO ESTABLISH  
3 TECHNICAL ADVISORY COMMITTEE(S) (FOR EXAMPLE, ONE FOR WESTERN COUNTY AND ONE FOR  
4 EASTERN COUNTY) THAT IS COMPRISED OF KEY PUBLIC AND PRIVATE STAKEHOLDERS WHO HAVE  
5 INTEREST AND EXPERTISE IN IMPROVING TRAFFIC SAFETY FOR ALL ROADWAY USERS. TECHNICAL  
6 ADVISORY COMMITTEE PARTICIPATION WILL INCLUDE THE COUNTY AND MAY INCLUDE OTHER  
7 POTENTIAL MEMBERS SUCH AS:

8  
9 • COMMUNITY-BASED ORGANIZATIONS FOCUSED ON MOBILITY JUSTICE AND/OR TRANSPORTATION  
10 SAFETY FOR ALL ROADWAY USERS INCLUDING, BUT NOT LIMITED TO, VULNERABLE ROAD USERS,  
11 ELDERLY DRIVERS, INEXPERIENCED DRIVERS, AND DISABILITY ORGANIZATIONS.

12 • STAKEHOLDERS RELATED TO LAW ENFORCEMENT, PUBLIC HEALTH, EMERGENCY RESPONSE  
13 PROVIDERS, COUNTY OFFICE OF EDUCATION, ACTIVE TRANSPORTATION, TRANSIT AGENCIES,  
14 FREIGHT MOVEMENT, SOCIAL EQUITY, OR OTHER ISSUES.

15  
16 COUNTY WILL WORK TO PROVIDE THE CONSULTANT WITH CONTACT INFORMATION FOR KNOWN  
17 POTENTIAL STAKEHOLDERS. A CONCERTED AND SUSTAINED EFFORT SHALL BE MADE TO INVOLVE  
18 GROUPS THAT HAVE HISTORICALLY BEEN LEFT OUT OF THE PLANNING PROCESS AND WHO MAY BE  
19 MORE LIKELY TO BE IMPACTED BY TRAFFIC SAFETY. THE CONSULTANT SHALL ORGANIZE AND  
20 STAFF REGULAR MEETINGS (INITIAL IN-PERSON MEETING AND QUARTERLY MEETINGS  
21 THEREAFTER) WITH THE TECHNICAL ADVISORY COMMITTEES FOR THE DURATION OF THE PROJECT,  
22 INCLUDING DEVELOPING MEETING AGENDAS, MEETING MATERIALS, AND TAKING MEETING  
23 MINUTES. CONSULTANT SHALL ENSURE ALL MEETINGS COMPLY WITH APPLICABLE LAW.

24  
25 THE CONSULTANT IS REQUIRED TO ATTEND THE TECHNICAL ADVISORY COMMITTEE MEETINGS AND  
26 INCORPORATE THE FINDINGS. THE CONSULTANT IN COLLABORATION WITH THE REGIONAL  
27 TECHNICAL ADVISORY COMMITTEES AND COUNTY STAFF WILL COLLABORATE TO ESTABLISH PLAN  
28 GOALS THAT ARE IN ALIGNMENT WITH THE REGIONAL FRAMEWORK AND LEAD EFFORTS RELATED

1 TO INCREASING AWARENESS OF THE PLAN, PARTICIPATING IN ENGAGEMENT ACTIVITIES, ADOPTION  
2 OF THE GOALS ESTABLISHED IN THE PLAN, AND IMPLEMENTATION OF PROJECTS AND STRATEGIES  
3 IDENTIFIED IN THE PLAN.

4  
5 **TASK 2 DELIVERABLES:**

TASK #	DELIVERABLES
2.1	PROJECT COMMUNICATIONS AND OUTREACH STRATEGY (COS) PLAN. PLANNING STRUCTURE COMPONENT.
2.2	MEETING AGENDAS, MATERIALS (E.G., POWERPOINT PRESENTATIONS, LARGE SCALE MAPS), AND MINUTES FOR TECHNICAL ADVISORY COMMITTEE MEETINGS.

6  
7  
8  
9  
10  
11  
12  
13  
14 **TASK 3 SAFETY ANALYSIS**

15  
16 **3.1 ESTABLISH BASELINE**

17 THE CONSULTANT SHALL REVIEW THE MOST RECENT FIVE YEARS OF AVAILABLE COUNTY CRASH  
18 DATA (TO BE PROVIDED VIA RCTD'S CROSSROAD DATABASE) AND COMPLETE AN ANALYSIS OF  
19 EXISTING CONDITIONS AND TRENDS. ANALYSIS MUST INCLUDE ALL COUNTY-MAINTAINED ROADS  
20 WITHIN THE UNINCORPORATED AREAS OF THE COUNTY, AND INCLUDE ALL TYPES OF ROADWAY  
21 USERS, INCLUDING VULNERABLE USERS. IN ESTABLISHING EXISTING CONDITIONS, THE  
22 CONSULTANT MAY CHOOSE TO USE SWTRS DATABASE OR TMS DATABASE FOR ANALYSES TO  
23 SUPPLEMENT THE COUNTY CROSSROAD DATABASE.

24  
25 THE ANALYSES SHALL IDENTIFY HIGH COLLISION INTERSECTIONS AND ROADWAY SEGMENTS.  
26 DETERMINE ROADWAY FEATURES AND FACTORS THAT MAY HAVE CONTRIBUTED TO THE HIGH  
27 NUMBER OF COLLISIONS AT THESE LOCATIONS AND DETERMINE IF SYSTEMIC COUNTERMEASURES  
28 MAY BE USED TO REDUCE THE NUMBER OF FATALITIES AND SEVERE INJURIES.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

IN PREPARING THE EXISTING SAFETY CONDITION REPORT, THE CONSULTANT MAY USE VARIOUS TOOLS AND GRAPHICS TO PRESENT THE RESULTS OF THE ANALYSES AND THE HIGH COLLISION LOCATIONS AND THE COLLISION TRENDS. SUCH GRAPHICS SHOULD BE GIS-BASED AND CAN BE INSTALLED ON THE COUNTY GIS SYSTEM FOR FUTURE USES AND ANALYSES. THE ANALYSES AND RESULTS MAY BE PRESENTED AS TWO AREAS - WESTERN AND EASTERN RIVERSIDE COUNTY.

**3.2 PRIORITIZATION OF HIGH COLLISION LOCATIONS**

USING THE EXISTING CONDITIONS DEVELOPED IN TASK 3.1, IDENTIFY THE TOP 20 HIGH COLLISION INTERSECTIONS AND TOP 10 HIGH COLLISION ROADWAY SEGMENTS. IDENTIFY COUNTERMEASURES FOR THESE HIGH COLLISION LOCATIONS (BOTH INTERSECTIONS AND ROADWAY SEGMENTS), EVALUATE THE CONTRIBUTING FACTORS FOR THESE HIGH COLLISION LOCATIONS AND DETERMINE IF THE COUNTERMEASURES MAY BE APPLIED TO OTHER LOCATIONS WITH SIMILAR FEATURES THAT MAY BENEFIT FROM A SYSTEMIC APPROACH DEVELOP SAFETY PROJECTS FOR THE HIGH COLLISION LOCATIONS

**TASK 3 DELIVERABLE(S):**

<b>TASK #</b>	<b>DELIVERABLES</b>
3.1	EXISTING SAFETY CONDITIONS (ESC) REPORT
3.2	DATA, MAPS, GRAPHICS, AND OTHER SUMMARY DATA FOR ANALYSES AND PRESENTATION OF RESULTS AND TRENDS.
3.3	DEVELOP COUNTERMEASURES AND PRIORITIZE RECOMMENDED SAFETY PROJECTS.
3.4	COUNTERMEASURES AND POLICY RECOMMENDATIONS (CPR).

**TASK 4 ENGAGEMENT AND COLLABORATION**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

THE CONSULTANT, IN COLLABORATION WITH THE ENGAGEMENT TEAM, WILL DEVELOP AN ENGAGEMENT STRATEGY THAT BLENDS REGIONAL ONLINE ENGAGEMENT WITH IN-PERSON COUNTY-LEVEL OUTREACH. THE CONSULTANT MAY UTILIZE EXISTING AVAILABLE AND PROVEN ON-LINE APPLICATIONS FOR SURVEYS AND OBTAINING INPUT FROM THE GENERAL PUBLIC. THEY WILL DEVELOP A DASHBOARD OF PERFORMANCE MEASURERS AND DEVELOP MATERIALS TO BE USED BY THE CONSULTANT TO CREATE A CONSISTENT BRAND AND STYLE FOR USE IN OUTREACH ACTIVITIES. SAID MATERIALS WILL BE DESIGNED FOR ACCESSIBILITY AND TRANSLATED INTO SPANISH.

THE CONSULTANT SHALL DEVELOP A COMMUNICATIONS AND OUTREACH STRATEGY (COS) PLAN FOR THE WESTERN AND EASTERN COUNTY AND SUBMIT IT TO COUNTY STAFF FOR APPROVAL. THE CONSULTANT SHALL CONDUCT SEVERAL IN-PERSON OUTREACH EVENTS FOR THE COUNTY IN THE FORM OF TECHNICAL ADVISORY COMMITTEES, HOST OPEN HOUSES AND VIRTUAL OPEN HOUSES. ADDITIONALLY, IN CONSULTATION WITH COUNTY, THE CONSULTANT SHALL IDENTIFY DEMONSTRATION PROJECT TYPE EVENT, AND HAVE ROADWAY SAFETY CONDITIONS HIGHLIGHTED AS EXAMPLES OR AS TEMPLATES.

THE CONSULTANT SHALL ALSO IDENTIFY AND ATTEND SEVERAL COMMUNITY EVENTS TO MEET PEOPLE IN THE COMMUNITIES, TO REACH OUT TO THE COMMUNITIES REGARDING TRAFFIC SAFETY AND INCREASE AWARENESS OF THE DEVELOPMENT OF THE SAFETY ACTION PLAN.

THE SPECIFIC NUMBER OF REQUIRED IN-PERSON COMMUNITY EVENTS WILL BE DETERMINED JOINTLY WITH COUNTY STAFF.

1 **TASK 4 DELIVERABLES:**

2

TASK #	DELIVERABLES
4.1	PROJECT COMMUNICATIONS AND OUTREACH STRATEGY (COS) - ENGAGEMENT AND COLLABORATION COMPONENT.
4.2	MEETING MINUTES AND SUMMARIES FOR ALL COUNTY-LEVEL ENGAGEMENT ACTIVITIES

8

9 **TASK 5 EQUITY, ENVIRONMENTAL, AND JOBS ANALYSIS AND CONSIDERATIONS**

10

11 THE CONSULTANT SHALL CONSIDER EQUITY, CLIMATE CHANGE, JUSTICE40, AND STRONG LABOR  
12 STANDARDS THROUGHOUT THE ACTION PLAN DEVELOPMENT. THIS INCLUDES, BUT IS NOT LIMITED  
13 TO:

14

- 15 • IDENTIFYING UNDERSERVED AND HISTORICALLY EXCLUDED COMMUNITIES, CLIMATE CHANGE,  
16 AND JUSTICE40 FACTORS IN THE COUNTY UNINCORPORATED AREAS.
- 17 • IDENTIFYING POPULATIONS AT INCREASED RISK FOR ADVERSE SAFETY OUTCOMES.
- 18 • CONDUCTING AN INITIAL ASSESSMENT OF THE IMPACTS OF PROPOSED PROJECTS AND  
19 STRATEGIES ON DISADVANTAGED COMMUNITIES.
- 20 • USE FEDERAL AND/OR STATE TOOLS TO IDENTIFY CENSUS TRACTS OR COUNTY  
21 UNINCORPORATED AREAS THAT HAVE INCREASED NEEDS.
- 22 • IDENTIFY POTENTIAL EFFORTS TO SUPPORT GOOD-PAYING JOBS AND STRONG LABOR  
23 STANDARDS.

24 **TASK 5 DELIVERABLES:**

25

TASK #	DELIVERABLES
5.1	PROJECT COMMUNICATIONS AND OUTREACH STRATEGY (COS) - EQUITY CONSIDERATIONS COMPONENT.

29

1	5.2	EXISTING SAFETY CONDITIONS (ESC) REPORT -
2		EQUITY CONSIDERATIONS COMPONENT.
3	5.3	COUNTERMEASURE AND POLICY RECOMMENDATIONS (CPR) -
4		EQUITY CONSIDERATIONS COMPONENT.

5

6 **TASK 6 POLICY AND PROCESS REVIEW**

7

8 THE CONSULTANT SHALL REVIEW EXISTING LOCAL, STATE, AND FEDERAL POLICIES, PLANS,  
9 GUIDELINES, AND/OR STANDARDS AS THEY RELATE TO IDENTIFYING ROAD SAFETY ISSUES AND  
10 OPPORTUNITIES TO IMPROVE SAFETY. THE REVIEW SHALL BE DISCUSSED WITH COUNTY STAFF AND  
11 FOCUS ON RELEVANT ITEMS OR SUBJECTS BASED ON THE EXISTING CONDITION REPORT. THE  
12 CONSULTANT SHALL OBTAIN LOCAL SAFETY PLANS OR INITIATIVES, INCLUDING TRANSPORTATION  
13 PLANS AND INFRASTRUCTURE PROJECTS (ESPECIALLY FOR VULNERABLE ROADWAY USERS), ADA  
14 SELF-EVALUATIONS AND TRANSITION PLANS, ENFORCEMENT PROGRAMS, EMERGENCY SERVICE  
15 PLANS, EDUCATIONAL PROGRAMS, AND LOCAL ORDINANCES THAT APPLY TO TRAFFIC SAFETY  
16 SUCH AS SPEED LIMIT CHANGES, DESIGNATED ROUTING FOR TRUCKS, ETC.

17

18 THE CONSULTANT SHALL IDENTIFY A LIST OF OPPORTUNITIES, STRATEGIES, AND BEST PRACTICES  
19 THAT CAN BE APPLIED ACROSS THE UNINCORPORATED AREAS OF THE COUNTY TO IMPROVE  
20 PROCEDURES TO PRIORITIZE SAFETY AND PROPOSE REVISED OR NEW POLICIES.

21

22 **TASK 6 DELIVERABLES:**

23

24	TASK #	DELIVERABLES
25	6.1	EXISTING SAFETY CONDITIONS (ESC) REPORT -
26		EXISTING POLICY AND PROCESS COMPONENT.
27	6.2	COUNTERMEASURE AND POLICY RECOMMENDATIONS (CPR) --
28		POLICY AND PROCESS CHANGES COMPONENT.

29



1  
2 **TASK 7 IMPLEMENTATION PLAN**

3  
4 **7.1 EMPHASIS AREAS**

5 AS PART OF THE SAP PROCESS, EMPHASIS AREAS SHALL BE DEVELOPED TO HIGHLIGHT  
6 PRIORITIES OF THE COUNTY WITH RESPECT TO STRATEGIES TO REDUCE FATAL AND SERIOUS  
7 INJURY COLLISIONS. THE CONSULTANT SHALL EXPLORE AT LEAST FOUR (4) PRIORITY EMPHASIS  
8 AREAS IN DETAIL. THE CONSULTANT SHALL COLLABORATE WITH COUNTY STAFF AND THE  
9 TECHNICAL ADVISORY COMMITTEES TO DEVELOP THESE PRIORITY EMPHASIS AREAS. THE  
10 PARTICULAR EMPHASIS AREAS EXPLORED BY THE CONSULTANT WILL BE PARTIALLY BASED ON  
11 AREAS UNCOVERED BY ANALYSIS OR BY THE COUNTY STEERING COMMITTEE.

12  
13 FOR EACH EMPHASIS AREA, THE CONSULTANT SHALL COMPLETE AN ANALYSIS TO IDENTIFY  
14 CORRELATING AND CONTRIBUTING FACTORS TO THESE TYPES OF CRASHES (E.G., ROADWAY  
15 CHARACTERISTICS, DRIVER CHARACTERISTICS, GEOGRAPHY, TIME OF DAY, POLICIES, STANDARDS,  
16 PROCEDURES, ETC.) AND RECOMMENDED COUNTERMEASURES, INCLUDING DESIGN, POLICY, AND  
17 PROGRAM SOLUTIONS. THE FINDINGS OF THE ANALYSIS MAY BE APPLIED TO RECOMMENDED  
18 SAFETY PROJECTS AS APPROPRIATE.

19  
20 **7.2 STRATEGIES AND COUNTERMEASURES**

21 THE CONSULTANT SHALL IDENTIFY POTENTIAL STRATEGIES AND COUNTERMEASURES TO ADDRESS  
22 IDENTIFIED HIGH CRASH AREAS, HIGH CRASH SEVERITY AREAS, HIGH RISK AREAS, AND CRASH  
23 TRENDS. IMPACTS AND COSTS SHOULD BE CONSIDERED ALONG WITH BENEFITS, AND  
24 RECOMMENDATIONS SHOULD BE VETTED WITH FEASIBILITY OF IMPLEMENTATION IN MIND.

25  
26 **7.3 EVALUATION METRICS**

27 EVALUATION METRICS WILL BE USED TO TRACK PROGRESS ACROSS THE UNINCORPORATED  
28 AREAS OF THE COUNTY IN A CONSISTENT MANNER GOING FORWARD. THE FOLLOWING FIVE SAFETY

1 PERFORMANCE MEASURES MAY BE USED FOR COUNTY ROADS:

2 1. NUMBER OF ROADWAY FATALITIES

3 2. NUMBER OF ROADWAY SERIOUS INJURIES

4 3. ROADWAY FATALITIES PER MILE OF COUNTY-MAINTAINED ROAD (I.E., FATALITY RATE)

5 4. ROADWAY SERIOUS INJURIES PER MILE OF COUNTY-MAINTAINED ROAD (I.E., SERIOUS INJURY  
6 RATE)

7 5. COMBINED NONMOTORIZED FATALITIES AND NONMOTORIZED SERIOUS INJURIES

8  
9 THE CONSULTANT SHALL ESTABLISH THE EXISTING BASELINE FOR THESE PERFORMANCE  
10 MEASURES AND SHALL DEVELOP ADDITIONAL METRICS THAT EMERGE AS LOCAL PRIORITIES TO  
11 THE COUNTY THROUGH THE ENGAGEMENT PROCESS WHERE PRACTICAL AND BENEFICIAL. THE  
12 CONSULTANT WILL ALSO WORK WITH THE COUNTY STAFF AND THE TACS TO SET FORTH AN  
13 AMBITIOUS PERCENTAGE REDUCTION OF ROADWAY FATALITIES AND SERIOUS INJURIES BY A  
14 SPECIFIC DATE WITH AN EVENTUAL GOAL OF ELIMINATING ROADWAY FATALITIES AND SERIOUS  
15 INJURIES.

16  
17 7.4 LIST OF PRIORITIZED PROJECTS

18 THE CONSULTANT SHALL CREATE AN IMPLEMENTATION MATRIX THAT INCLUDES A PRIORITIZED  
19 LIST OF STRATEGIES AND COUNTERMEASURES (FROM TASK 7.2) FOR FIVE TO TEN HIGH-CRASH  
20 AND/OR HIGH-RISK LOCATIONS. THESE PRIORITIZED LOCATIONS WILL BECOME 'TYPOLOGIES', OR  
21 "TYPICAL SAFETY IMPROVEMENT PROJECTS" FOR LOCATIONS WITH SIMILAR ROADWAY FEATURES,  
22 THE RELATED RISK FACTORS PRESENT AND THE APPROPRIATE COUNTERMEASURES TO ADDRESS  
23 THE SAFETY ISSUE. FOR EACH TYPOLOGY, A TABLE OF RISK FACTORS, APPROPRIATE  
24 COUNTERMEASURES BY CONTEXT, AND A RENDERING OR ANNOTATED DIAGRAM OF EACH  
25 TYPOLOGY SHOULD BE CREATED.

26  
27 **TASK 7 DELIVERABLES:**

TASK #	DELIVERABLES
--------	--------------

1 2 3	7.1	TECHNICAL MEMORANDUM ON EMPHASIS AREAS -- A TECHNICAL REPORT, IN A STANDARDIZED FORMAT PROVIDED BY THE CONSULTANT, FOR EACH SELECTED EMPHASIS AREA.
4 5 6	7.2	THE RESULTS OF THIS TASK SHALL BE INCLUDED IN TASK 7.4 LIST OF PRIORITIZED PROJECTS AND TASK 8 AND 9 (DRAFT AND FINAL SAFETY ACTION PLAN.)
7 8	7.3	BENCHMARKS FOR SAFETY PERFORMANCE (BSP) - LEADERSHIP COMMITMENT AND GOAL SETTING COMPONENT
9 10 11 12	7.4	COUNTERMEASURE AND POLICY RECOMMENDATIONS REPORT (CPR) • DATA PROVIDED TO POPULATE A DASHBOARD OF COUNTY PERFORMANCE MEASURES. • CONCEPT SKETCHES OR RENDERINGS FOR 5 TO 10 PROJECTS.

13

14 TASK 8 DRAFT SAFETY ACTION PLAN

15

16 THE CONSULTANT SHALL COMPILE INTERIM DELIVERABLES INTO A PUBLIC-FACING,  
17 COMPREHENSIVE, AND PUBLICLY AVAILABLE PLAN OF ACTION TO ACHIEVE THE SAFETY VISION  
18 FOR THE COUNTY.

19

20 THE CONSULTANT SHOULD BE AWARE OF THE RIVERSIDE COUNTY SAFETY PLAN. RIVERSIDE  
21 COUNTY HAS AN EXISTING SYSTEMIC SAFETY ANALYSIS REPORT (SSAR), PUBLISHED IN 2018 AND  
22 UPDATED IN 2024, THAT INCORPORATES SOME OF THE REQUIRED ELEMENTS OF A SS4A SAP,  
23 INCLUDING ANALYSIS OF EXISTING CONDITIONS AND HISTORICAL TRENDS, SYSTEMIC SAFETY  
24 ANALYSIS, AND INTERAGENCY COORDINATION. CRASH ANALYSES (TASK 3) SHALL BE COMPLETED  
25 USING THE MOST RECENT CRASH DATA AND INCLUDE ALL REQUIRED COMPONENTS OF A  
26 COMPREHENSIVE SS4A SAP AS DESCRIBED IN THE TASKS ABOVE. THESE REQUIRED COMPONENTS  
27 INCLUDE ENGAGEMENT WITH THE PUBLIC AND RELEVANT STAKEHOLDER GROUPS;  
28 INCORPORATING EQUITY ANALYSIS INTO THE PLAN; REVIEWING AND ASSESSING POLICIES,

29

1 GUIDELINES, AND STANDARDS; IDENTIFYING SPECIFIC COUNTERMEASURES FOR FIVE TO TEN  
 2 LOCATIONS, PROVIDING TIMELINES FOR PROJECT IMPLEMENTATION, SETTING A TARGET DATE OR  
 3 DATES TO ACHIEVE SIGNIFICANT REDUCTIONS IN ROADWAY FATALITIES AND SERIOUS INJURIES,  
 4 AND POSTING THE PLAN PUBLICLY ONLINE. SPECIFIC SPFS SHALL ALSO BE DEVELOPED FOR THE  
 5 COUNTY OF RIVERSIDE.

6

7 **TASK 8 DELIVERABLES.**

8

TASK #	DELIVERABLES
8.1	DRAFT PRIMARY DELIVERABLE: SAFETY ACTION PLAN (SAP) – STRATEGY AND PROJECT SELECTIONS COMPONENT.
8.2	FINAL PRIMARY DELIVERABLE: SAFETY ACTION PLAN (SAP) – LEADERSHIP COMMITMENT AND GOAL SETTING COMPONENT.
8.3	ONGOING DELIVERABLE: PUBLIC AND ACCESSIBLE REPORTING STRATEGY (PARS) –PROGRESS AND TRANSPARENCY COMPONENT.

16

17 TASK 9 PUBLIC REVIEW, FINAL SAFE STREETS ACTION PLAN, AND DECISION-MAKER HEARINGS

18 **TASK 9.1: PUBLIC HEARINGS**

- 19 • THE CONSULTANT SHALL ATTEND UP TO TWO (2) IN-PERSON PUBLIC HEARINGS TO PRESENT  
 20 THE DRAFT PLAN. THE CONSULTANT WILL WORK IN CONJUNCTION WITH COUNTY STAFF TO  
 21 PREPARE MATERIALS FOR THESE PUBLIC HEARINGS. THE CONSULTANT WILL DOCUMENT  
 22 THE COMMENTS RECEIVED AT THE HEARING AND HELP ANSWER ANY COMMENTS FROM THE  
 23 SUPERVISORS OR PUBLIC.

24 **TASK 9.2: FINAL PLAN**

- 25 • THE CONSULTANT WILL INCORPORATE ANY CHANGES NECESSARY TO THE PLAN, BASED ON  
 26 INPUT FROM THE PUBLIC HEARINGS. THE CONSULTANT WILL FINALIZE THE DOCUMENT FOR  
 27 PRESENTATION TO THE COUNTY BOARD OF SUPERVISORS AND THE PUBLIC.

28 **TASK 9.3: DECISION-MAKER HEARINGS**

29

- 1 • THE CONSULTANT WILL PRESENT THE FINAL PLAN TO DECISION-MAKERS AND THE PUBLIC,  
2 AND ANSWER QUESTIONS. COUNTY STAFF WILL PREPARE THE STAFF REPORTS FOR BOARD  
3 OF SUPERVISORS. CONSULTANT WILL PREPARE POWERPOINT PRESENTATIONS AND PUBLIC  
4 NOTICING.

5 **TASK 9 DELIVERABLES:**

6 <b>TASK #</b>	<b>DELIVERABLES</b>
7 9.1	ATTEND PUBLIC HEARINGS, MAKE PRESENTATIONS AND ANSWER/DOCUMENT 8 QUESTIONS.
9 9.2	PARTICIPATE IN DECISION-MAKER HEARINGS AND PROVIDE PRESENTATION 10 MATERIALS.
11 9.3	FINAL SAP, POWERPOINT PRESENTATIONS TO BOS AND PUBLIC NOTICING.

12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**ATTACHMENT B • SCHEDULE OF SERVICES**

**ARTICLE BI • INTRODUCTION**

CONSULTANT shall perform the covenants set forth in Attachment A, Scope of Services, in accordance with the performance requirements of ARTICLE IV PERFORMANCE PERIOD of this Agreement and with the following additional performance requirements. Time is of the essence in this Agreement.

**ARTICLE BII • PERFORMANCE REQUIREMENTS**

**A. PHASES**

This Agreement is divided into the following 9 phases:

- Phase 1 – Project Initiation and Coordination
- Phase 2 – Stakeholder Engagement
- Phase 3 – Existing Condition Analysis
- Phase 4 – User Needs Assessment
- Phase 5 – Policy Framework and Best Practices
- Phase 6 – Proposed Transportation Network and Program of Projects
- Phase 7 – Prioritization, Funding, and Implementation Plan
- Phase 8 – Draft Plan
- Phase 9 – Public Review, Final Safe Streets Action Plan, and Decision Maker Hearings

**B. SCHEDULE OF SERVICES**

The below details the anticipated sequencing and completion time for the PROJECT:

SS4A Safety Action Plan

Notice to Proceed – June 30, 2026

**C. SUBMITTALS**

Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY and AGENCIES to offer comments prior to final submission.

**D. TIME EXTENSIONS**

1. Any delay in providing services required by this Agreement occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.

- 2. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny CONSULTANT of any available civil legal remedies in the event of a dispute.

**E. FINAL ACCEPTANCE**

When COUNTY determines that CONSULTANT has satisfactorily completed the services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. No payment will be made for any work performed after the Agreement end date as provided in ARTICLE IV PERFORMANCE PERIOD unless extended by amendment regardless if a Notice of Final Acceptance has been issued or not. The final invoice shall be submitted within 60 calendar days after completion of CONSULTANT's work as required by ARTICLE V ALLOWABLE COSTS AND PAYMENTS. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this Agreement.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**ATTACHMENT C • COMPENSATION PLAN**

**ARTICLE CI • INTRODUCTION**

Satisfactory performance and completion of the services under this Agreement shall be compensated based upon actual costs plus a fixed fee in accordance with ARTICLE V ALLOWABLE COSTS AND PAYMENTS and ARTICLE VII COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS of this Agreement.

**ARTICLE CII • ELEMENTS OF COMPENSATION**

Compensation for the services provided will be comprised of the following elements: DIRECT LABOR COSTS, FIXED FEE, OTHER DIRECT EXPENSES and OUTSIDE SERVICES.

**A. DIRECT LABOR COSTS**

Direct labor costs shall be paid in an amount equal to the Direct Salary Costs plus the product of the Direct Salary Costs and the Multiplier which are defined as follows:

**1. Direct Salary Costs**

Direct Salary Costs are the base salaries and wages actually paid to the CONSULTANT's personnel directly engaged in performance of the services under the Agreement. Salary rates for specific employees shall be provided on the Cost Proposal Worksheets included in ARTICLE CVI • COST PROPOSAL. CONSULTANT may request adjustments to individual salary rates on an annual basis. Salary rate increases during the term of the Agreement may not exceed a total of 3% of the direct labor budget. CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the COUNTY Director of Transportation, or his designee.

**2. Multiplier**

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is the sum of the following components:

PAYROLL ADDITIVES..... 63.72%

The decimal ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

OVERHEAD COSTS ..... 104.55%

The decimal ratio of allowable Overhead Costs to CONSULTANT firm's total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

TOTAL MULTIPLIER ..... 168.27%

(sum of Payroll Additives and Overhead Costs)

**B. FIXED FEE**

1. The total Fixed Fee payable to the CONSULTANT is \$43,538.03
2. A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month and shall be included on each monthly invoice.

**C. OTHER DIRECT EXPENSES**

Other Direct Expenses, directly identifiable to the performance of the services of this Agreement, shall be reimbursed at the rates below, or at actual cost.

Rates for identified Other Direct Expenses are as follows:

Item	Rate	Unit	Budget
Travel Expenses (Mileage)	.67 cents	per mile	\$3,246.51
Printing	actual cost	per page	\$2,000.00
Demonstration Project Materials (e.g. handouts, banners)			
	actual cost	per material	\$10,000.00

**D. OUTSIDE SERVICES**

Outside services shall be paid in accordance with the cost proposals approved for each Subconsultant. Billings for Outside Services shall be submitted along with the CONSULTANT's monthly progress billing submittals and shall be in conformance with the COUNTY Consulting Services Manual invoicing procedures.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**ARTICLE CIII • DIRECT SALARY RATES**

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs, are given below and are subject to the following:

**A. PREMIUM OVERTIME**

Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier.

**B. SALARY RATES**

CONSULTANT shall notify COUNTY in writing requesting a change in the rates included herein. All adjustments to rates shall be subject to approval by the COUNTY Director of Transportation, or his designee.

POSITION OR CLASSIFICATION MAXIMUM	HOURLY RATES
Director of Engineering/Principal in Charge	\$91.35 per hour
Director of Planning/Project Manager	\$91.62 per hour
Planner III/Deputy Project Manager	\$43.56 per hour
Project Manager I/ Deputy Project Manager	\$55.29 per hour
Principal/QAQC	\$94.64 per hour
Principal/Engagement Task Lead	\$82.95 per hour
Project Manager I/ Draft and Final Plan	\$72.12 per hour
Planner III/Engagement Task Support	\$47.10 per hour
Engineer I/ Implementation Task Support	\$58.42 per hour
Engineer Associate/ Implementation Task Support	\$41.57 per hour
Planner II/ Safety Analysis Task Support	\$40.66 per hour
Planner II/ Equity Task Support	\$40.73 per hour
Planner II/ Draft and Final Plan Task Support	\$40.13 per hour
Planner I/ Engagement Task Support	\$33.00 per hour
Planner I/ Equity Task Support	\$34.57 per hour

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

Planner I/ Policy Task Support	\$36.00 per hour
Planner I/ Policy Task Support	\$35.58 per hour
Planner I/ Draft and Final Plan Task Support	\$36.84 per hour

The above rates are for CONSULTANT only. All rates for subconsultants to CONSULTANT will be in accordance with the subconsultants approved cost proposal.

**C. MINIMUM RATES**

The minimum allowable wage rates are subject to ARTICLE XII STATE PREVAILING WAGE RATES of this Agreement and to Federal "Payment of Predetermined Minimum Wage" requirements as outlined below. The Federal requirements are only applicable if the services are being paid for in whole or in part with federal-aid funding.

The Federal minimum wage rates for this PROJECT as determined by the United States Secretary of Labor are available from the U.S Department of Labor, Employment Standards Administration, Wage and Hour Division. If there is a difference between the minimum wage rates determined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the CONSULTANT and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rate determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the CONSULTANT and subcontractors, the CONSULTANT and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

**ARTICLE CIV • INVOICING**

CONSULTANT shall submit invoices in accordance with the ARTICLE V • ALLOWABLE COSTS AND PAYMENTS of this Agreement, the COUNTY's Consulting Services Manual and with the following requirements.

1. Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by the COUNTY Contract Administrator.
2. Base Work and Extra Work shall be charged separately, and the charges for each Phase listed in

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

Attachment B, Schedule of Services, shall be listed separately. The charges for each individual assigned under this Agreement shall be listed separately.

3. Each invoice shall bear a certification signed by the CONSULTANT Project Manager or an officer of the firm which reads as follows:

"I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed."

**ARTICLE CV • PAYMENT**

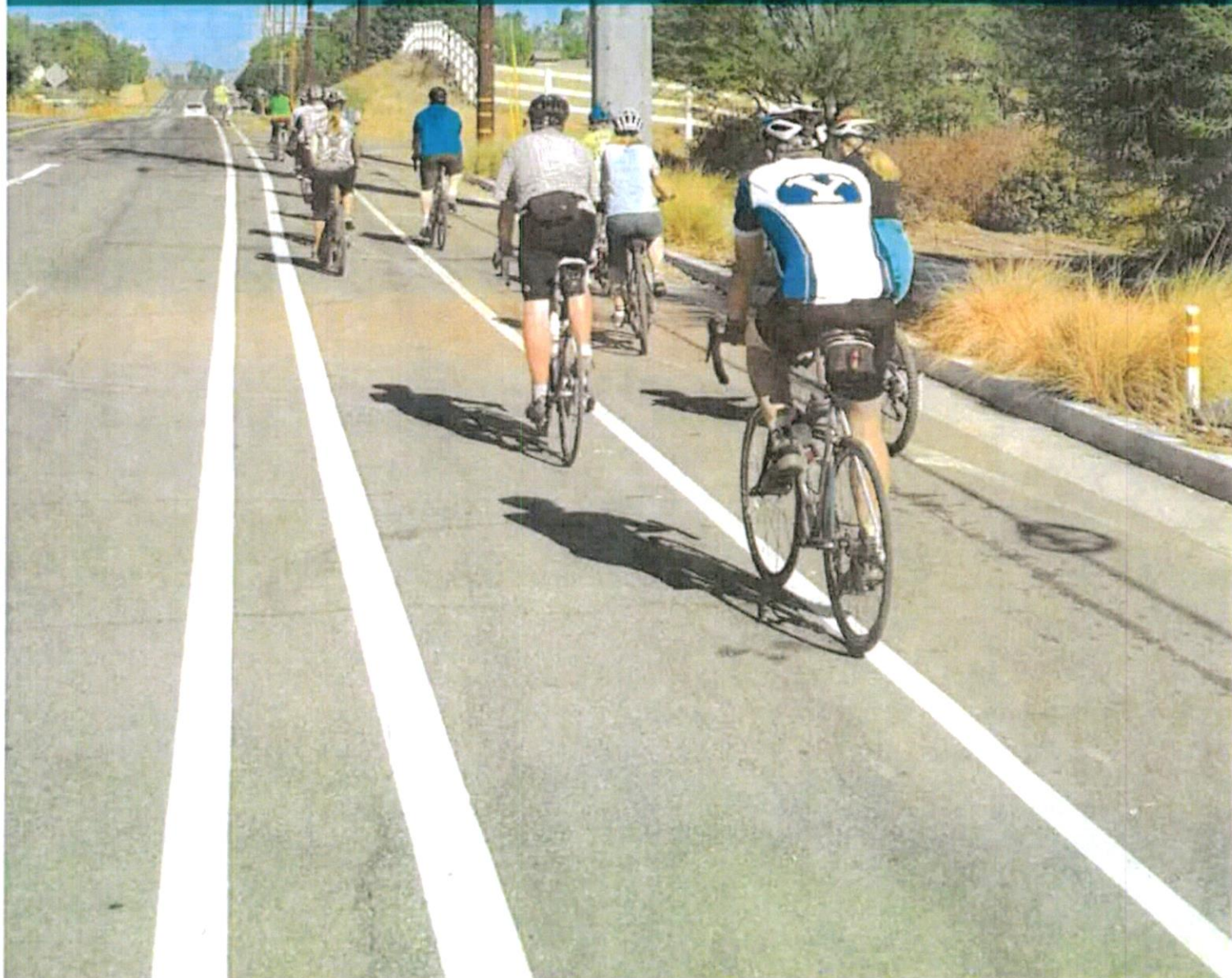
Progress payments shall be made in accordance with ARTICLE V • ALLOWABLE COSTS AND PAYMENTS of this Agreement.

**ARTICLE CVI • COST PROPOSAL**

The following cost proposal worksheets reflect the negotiated targeted contract amounts. The cost proposal will serve as a guideline and reference document during the execution of this Agreement. The total amount of the Agreement is not to exceed \$720,000. Reimbursement is to be made at actual cost-plus fixed fee; however, billing shall not exceed the rates provided above. In the event a contingency budget is provided, COUNTY shall hold such contingency in reserve for unforeseen Extra Work that may arise during the performance of this Agreement. Contingency budget shall only be used at the discretion of the COUNTY Contract Administrator, and with prior written authorization by the COUNTY Contract Administrator in the form of an Administrative Budget Modification as required by the COUNTY's Consulting Services Manual. Contingency budgets are not allowed for services that are paid in whole or in part with federal-aid funding.



**COST PROPOSAL FOR**  
**PROFESSIONAL SERVICES FOR**  
**SS4A SAFETY ACTION PLAN**  
**COUNTY OF RIVERSIDE TRANSPORTATION DEPARTMENT**  
**APRIL 30, 2024**



**COST PROPOSAL**



Local Assistance Procedures Manual

EXHIBIT 10-H1

Cost Proposal

**EXHIBIT 10-H1 COST PROPOSAL Page 1 of 3**  
**ACTUAL COST PLUS FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS**  
**(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

Note: Mark-ups are Not Allowed  
 Prime Consultant  Subconsultant  
 Consultant: KOA, A Lochner Company  
 Project Name: Riverside County SS4A Safety Action Plan Contract No: TBD Date: 4/30/2023

**DIRECT LABOR**

Classification/Title	Name	Hours	Annual Hourly Rate	Total
Director of Engineering, Principal in Charge	Giuseppe Conzonetti	80	\$91.35	\$4,567.50
Director of Planning, Project Manager	Michael Nelson	100	\$91.62	\$36,648.00
Planner III Deputy Project Manager	Tom Chalmers	235	\$41.56	\$10,236.60
Project Manager I Deputy Project Manager	Jessamine Henriksen	240	\$55.29	\$13,269.60
Principal CIV/IC Manager Implementation Task Lead	Walter Clinton	55	\$94.64	\$5,205.20
Principal Engagement Task Lead	Carley Velazquez	100	\$82.95	\$8,295.00
Project Manager I Draft & Final Plan Task Lead	Frank Barrera	110	\$72.12	\$7,933.20
Planner III Engagement Task Support	Monica Paderniga	150	\$47.10	\$7,065.00
Engineer Implementation Task Support	Maria Rarion	120	\$58.42	\$7,010.40
Engineer Associate Implementation Task Support	Geiselle Paderniga	75	\$41.57	\$3,117.75
Planner II Safety Analysis Task Support	Armin Jurgenson	75	\$40.66	\$3,049.50
Planner II Equity Task Support	David Mariscal	75	\$40.73	\$3,054.75
Planner II Draft & Final Plan Task Support	Eunice Jung	75	\$40.12	\$3,009.75
Planner II Engagement Task Support	Isabella Quevedo	75	\$37.00	\$2,775.00
Planner II Equity Task Support	Isidoro Serna	75	\$34.52	\$2,592.75
Planner I Policy Task Support	Moses Hsieh	75	\$36.00	\$2,700.00
Planner I Policy Task Support	Grace Herbert	75	\$35.58	\$2,668.50
Planner I Draft & Final Plan Task Support	Morgan Hamlen	75	\$36.84	\$2,763.00
		<b>Total Hours</b>		<b>2131</b>

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$125,661.50  
 b) Anticipated Salary Increases (see page 2 for calculations) \$9,581.69  
**c) TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$135,243.19

**INDIRECT COSTS**

d) Fringe Benefits (Rate: 63.72%) Total Fringe Benefits [(c) x (d)] \$86,126.96  
 f) Overhead (Rate: 104.55%) g) Overhead [(c) x (f)] \$141,396.75  
 h) General and Admin (Rate: 0%) i) Gen & Admin [(c) x (h)] \$0.00  
**j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$227,523.71

**FIXED FEE**

**k) TOTAL FIXED FEE [(c) - (j)] x fixed fee: 12.00%** 43,538.03

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE (Add additional pages if necessary)**

Description of Item	Quantity	Unit	Unit Cost	Total
Travel Expenses (e.g., Mileage)	1	F-A	\$1,246.51	\$1,246.51
Printing	1	F-A	\$2,000.00	\$2,000.00
Demonstration Project Materials	1	F-A	\$10,000.00	\$10,000.00
				\$0.00
				\$0.00
<b>B) TOTAL OTHER DIRECT COSTS</b>				<b>\$13,246.51</b>

**m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Kimley-Horn	\$248,434.97
Arora	\$49,963.56
<b>m) TOTAL SUBCONSULTANTS' COSTS</b>	<b>\$298,398.53</b>

**n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$315,645.02  
**TOTAL COST [(c) + (k) + (l) + (m)]** \$720,080.00

**NOTES**

- All costs must comply with the local cost principles. Subconsultants will provide their own cost proposals.
- The cost proposal format shall not be amended. Indirect cost rates should be based on consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
- Anticipated salary increases calculation (page 2) must be completed.

January 2019

**COST PROPOSAL**



Local Assistance Procedures Manual

EXHIBIT 10-H1

**EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**  
**ACTUAL COST-PLUS-FIXED-FEE OR LUMP-SUM (FIRM FIXED PRICE) CONTRACTS**  
**(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)**

Consultant: KOA, A Lochner Company Contract No: TBD Date: 4/30/2024

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$125,661.50	2135	\$58.86	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

Year	Avg Hourly Rate	Proposed Escalation	Year Avg Hourly Rate
Year 1	\$58.86	5%	Year 2 Avg Hourly Rate
Year 2	\$61.80	5%	Year 3 Avg Hourly Rate
Year 3	\$64.89	5%	Year 4 Avg Hourly Rate
Year 4	\$68.09	5%	Year 5 Avg Hourly Rate
Year 5	\$71.54	5%	Year 5 Avg Hourly Rate

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

Year	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year
Year 1	50.00%	2135.0	1067.5 Estimated Hours Year 1
Year 2	50.00%	2135.0	1067.5 Estimated Hours Year 2
Year 3	0.00%	2135.0	0.0 Estimated Hours Year 3
Year 4	0.00%	2135.0	0.0 Estimated Hours Year 4
Year 5	0.00%	2135.0	0.0 Estimated Hours Year 5
<b>Total</b>	<b>100%</b>	<b>Total</b>	<b>2135.0</b>

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

Year	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year
Year 1	\$61.80	1068	\$65,972.24 Estimated Hours Year 1
Year 2	\$64.89	1068	\$69,270.90 Estimated Hours Year 2
Year 3	\$68.14	0	\$0.00 Estimated Hours Year 3
Year 4	\$68.14	0	\$0.00 Estimated Hours Year 4
Year 5	\$71.54	0	\$0.00 Estimated Hours Year 5
<b>Total Direct Labor Cost with Escalation</b>			<b>= \$135,243.14</b>
<b>Direct Labor Subtotal before Escalation</b>			<b>= \$125,661.50</b>
<b>Estimated total of Direct Labor Salary Increase</b>			<b>= \$9,581.64 <i>Transfers to Page 1</i></b>

- NOTES**
1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
  2. An estimate that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology.)
  3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are grown.
  4. Calculations for anticipated salary escalation must be provided.

January 2019

**COST PROPOSAL**



Local Assistance Procedures Manual

EXHIBIT 10-01

**EXHIBIT 10-01 COST PROPOSAL, Page 3 of 7**

Consultant: KOA, A Lochner Company Contract No: THD Date: 4/30/2024

**Certification of Direct Costs**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23, United States Code Section 112 - Letting of Contracts
4. 49 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 49 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project file, and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only significant agency approved or California accepted Indirect Cost Rates.

**Prime Consultant or Subconsultant Certifying:**

Name:	<u>Ricky Chan</u>	Title:	<u>Financial Controller</u>
Signature:		Date of Certification (mm/dd/yyyy):	<u>4/29/2024</u>
Email:	<u>rchan@klochner.com</u>	Phone Number:	<u>(323) 260 4703</u>
Address:	<u>1100 Corporate Center Drive, Suite 201, Monterey Park, CA 91754</u>		

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract.



**COST PROPOSAL**



**COST PROPOSAL 1**

**COST PROPOSAL 1  
COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS  
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)**

Note: Mark-ups are Not Allowed  Prime Consultant  Subconsultant  2nd Tier Subconsultant

Consultant Kimley-Horn and Associates, Inc.

Project No \_\_\_\_\_ Contract No \_\_\_\_\_ Date 4/29/2024

**DIRECT LABOR**

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Sr. Professional I	Adam Maleitzke	350	\$82.33	\$ 28,815.50
Sr. Professional I	Darryl dePencier	110	\$78.15	\$ 8,596.50
Sr. Professional II		28	\$106.55	\$ 2,983.40
Sr. Professional I			\$94.14	
Professional II			\$75.63	
Professional I			\$68.95	
Analyst		676	\$51.88	\$ 35,070.88
Sr. Project Support			\$54.14	
Project Support		40	\$41.85	\$ 1,674.00

**LABOR COSTS**

a) Subtotal Direct Labor Costs \$ 77,140.28  
 b) Anticipated Salary Increases (see Anticipated Salary Increases page for calculations)  
 c) **TOTAL DIRECT LABOR COSTS [(a) + (b)]** \$ 77,140.28

**INDIRECT COSTS**

d) Fringe Benefits (Rate 0.00%) e) Total Fringe Benefits [(c) x (d)]  
 f) FCCM (Rate 0.35%) g) FCCM [(c) x (f)] \$ 347.13  
 h) Overhead (Rate 190.79%) i) Overhead [(c) x (h)] \$ 147,175.94  
 j) **TOTAL INDIRECT COSTS [(e) + (g) + (i)]** \$ 147,523.07

**FIXED FEE** k) **TOTAL FIXED FEE [(c) + (e) + (j) \* fixed fee 10%]** \$ 22,431.62

**l) CONSULTANT'S OTHER DIRECT COSTS (ODC) - ITEMIZE**

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage	2000	LS	\$0.67	\$ 1,340.00

b) **TOTAL OTHER DIRECT COSTS** \$ 1,340.00

**m) SUBCONSULTANTS' COSTS**

Subconsultant 1. \_\_\_\_\_  
 (n) **TOTAL SUBCONSULTANTS' COSTS** \$

**(o) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l) + (m)]** \$ 1,340.00  
**TOTAL COST [(c) + (j) + (k) + (n)]** \$ 248,434.97



**COST PROPOSAL**

**COST PROPOSAL 1**

**COST PROPOSAL 1**

**COST-PLUS-FIXED FEE OR LUMP SUM OR FIRM FIXED PRICE CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate average hourly rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$ 77,140.28	1204	= \$64.07	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all periods (Increase the Average hourly rate for a period by proposed escalation %)

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$64.07	- 5%	-	\$67.27 Year 2 Avg Hourly Rate
Year 2	\$67.27	- 5%	-	\$70.64 Year 3 Avg Hourly Rate
Year 3	\$70.64	- 5%	-	\$74.17 Year 4 Avg Hourly Rate
Year 4	\$74.17	- 5%	-	\$77.88 Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each period by total h)

	Estimated % Completed Each Period	Total Hours per Cost Proposal	Total Hours per Period	
Year 1	100.00%	* 1204	- 1204	Estimated Hours Year 1
Year 2	0.00%	* 1204	- 0	Estimated Hours Year 2
Year 3	0.00%	* 1204	- 0	Estimated Hours Year 3
Year 4	0.00%	* 1204	- 0	Estimated Hours Year 4
Year 5	0.00%	* 1204	- 0	Estimated Hours Year 5
Total	100%	Total	- 1204	

4. Calculate Total Costs including Escalation (Multiply average hourly rate by the number of hours)

	Avg Hourly Rate (calculated above)	Estimated Hours (calculated above)	Cost Per Period	
Year 1	\$64.07	* 1204	= \$77,140.28	Estimated Hours Year 1
Year 2	\$67.27	* 0	= \$0.00	Estimated Hours Year 2
Year 3	\$70.64	* 0	= \$0.00	Estimated Hours Year 3
Year 4	\$74.17	* 0	= \$0.00	Estimated Hours Year 4
Year 5	\$77.88	* 0	= \$0.00	Estimated Hours Year 5
Total Direct Labor Cost with Escalation			= \$77,140.28	
Direct Labor Subtotal before escalation			= \$77,140.28	
Estimated total of Direct Labor Salary			= \$0.00	Transfer to Page 1

Period 1 - Contract inception through 6/30/25    Period 2 - 7/1/25 through 6/30/26  
 Period 3 - 7/1/26 through 6/30/27    Period 4 - 7/1/27 through 6/30/28    Period 5 - 7/1/28 through 6/30/29

**COST PROPOSAL**



**COST PROPOSAL 1**

**COST PROPOSAL 1**

**Certification of Direct Costs:**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of
- 6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement.

Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost

**Prime Consultant or Subconsultant Certifying:**

Name: Anthony Podgracz Title\*: Vice President

Signature: *Anthony Podgracz* Date of Certification (mm/dd/yyyy): 4/29/2024

Email: anthony.podgracz@kimley-horn.com Phone Number: 213-261-4040

Address: 660 South Figueroa Street, Suite 2050, Los Angeles, CA 90017

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract

Engineering Services



**COST PROPOSAL**



Local Assistance Procedures Manual

**EXHIBIT 10-H1 COST PROPOSAL Page 2 of 3**  
**ACTUAL COST-PLUS-FIXED-FEE OR LUMP-SUM (FIRM-FIXED-PRICE) CONTRACTS**  
 (CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

Consultant: Arora and Associates, P.C. Contract No: TBD Date: 02/29/2024

**1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)**

Direct Labor Subtotal per Cost Proposal	Total Hours per Cost Proposal	Avg Hourly Rate	5 Year Contract Duration
\$15,180.00	222	\$68.38	Year 1 Avg Hourly Rate

**2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)**

	Avg Hourly Rate	Proposed Escalation		
Year 1	\$68.38	5%	\$71.80	Year 2 Avg Hourly Rate
Year 2	\$71.80	5%	\$75.39	Year 3 Avg Hourly Rate
Year 3	\$75.39	5%	\$79.16	Year 4 Avg Hourly Rate
Year 4	\$79.16	5%	\$83.11	Year 5 Avg Hourly Rate
Year 5	\$83.11	5%		

**3. Calculate estimated hours per year (Multiply estimate % each year by total hours)**

	Estimated % Completed Each Year	Total Hours per Cost Proposal	Total Hours per Year	
Year 1	50.00%	222.0	111.0	Estimated Hours Year 1
Year 2	50.00%	222.0	111.0	Estimated Hours Year 2
Year 3	0.00%	222.0	0.0	Estimated Hours Year 3
Year 4	0.00%	222.0	0.0	Estimated Hours Year 4
Year 5	0.00%	222.0	0.0	Estimated Hours Year 5
Total	100%	Total	222.0	

**4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)**

	Avg Hourly Rate (calculated above)	Estimated hours (calculated above)	Cost per Year	
Year 1	\$71.80	111	\$7,969.50	Estimated Hours Year 1
Year 2	\$75.39	111	\$8,367.98	Estimated Hours Year 2
Year 3	\$79.16	0	\$0.00	Estimated Hours Year 3
Year 4	\$79.16	0	\$0.00	Estimated Hours Year 4
Year 5	\$83.11	0	\$0.00	Estimated Hours Year 5
	<b>Total Direct Labor Cost with Escalation</b>		<b>\$16,337.48</b>	
	<b>Direct Labor Subtotal before Escalation</b>		<b>\$15,180.00</b>	
	<b>Estimated total of Direct Labor Salary Increase</b>		<b>\$1,157.48</b>	<i>Transfer to Page 1</i>

**NOTES**

- This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
- An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. \$250,000 x 2% x 5 yrs = \$25,000 is not an acceptable methodology)
- This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
- Calculations for anticipated salary escalation must be provided.

**COST PROPOSAL**



**Local Assistance Procedures Manual**

**EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3**

Consultant Arora and Associates, P.C. Contract No. TBD Date 4/28/2024

**Certification of Direct Costs**

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements.

- 1. Generally Accepted Accounting Principles (GAAP)
- 2. Terms and conditions of the contract
- 3. [Title 23 United States Code Section 112](#) - Letting of Contracts
- 4. [48 Code of Federal Regulations Part 31](#) - Contract Cost Principles and Procedures
- 5. [23 Code of Federal Regulations Part 172](#) - Procurement, Management, and Administration of Engineering and Design Related Service
- 6. [48 Code of Federal Regulations Part 9904](#) - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rates.

**Prime Consultant or Subconsultant Certifying:**

Name: Priscilla Tobias Title\*: Vice President  
 Signature: \_\_\_\_\_ Date of Certification (mm/dd/yyyy): 4/29/2024  
 Email: Ptobias@arorapc.com Phone Number: 217-655-6601  
 Address: 5221 S. Sixth Street Road, Suite 130, Springfield IL 62704

\*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract

List services the consultant is providing under the proposed contract.

Task 1- Project management for Arora and Associates, Task 6-lead review of policies, programs, and procedures processes and provide recommendations to advance safety. Task 7 provide support in developing strategies and countermeasures, and Task 8 provide support on development of draft and final SS4A plan.



**COST PROPOSAL**

Task	KOA	KIMBLE HORN	ARORA	GRAND TOTAL
<b>TASK 1: PROJECT MANAGEMENT AND COORDINATION</b>				
1.1 Project Management and Controls	\$9,798.87	\$6,702.14	\$1,000.00	\$17,501.01
1.2 Project Coordination Meetings	\$19,238.60	\$17,833.57	\$1,000.00	\$38,072.17
Task Subtotal	\$29,037.47	\$24,535.71	\$2,000.00	\$55,573.18
<b>TASK 2: PLANNING STRUCTURE AND GOAL SETTING</b>				
2.1 Planning Structure and Goal Setting	\$36,816.08	\$8,938.82		\$45,754.90
Task Subtotal	\$36,816.08	\$8,938.82	\$0.00	\$45,754.90
<b>TASK 3: SAFETY ANALYSIS</b>				
3.1 Establish Baseline	\$12,634.57	\$48,239.08		\$60,873.65
3.2 Prioritization of High Collision Locations	\$14,115.94	\$47,077.92		\$61,193.86
Task Subtotal	\$26,750.51	\$95,317.00	\$0.00	\$122,067.51
<b>TASK 4: ENGAGEMENT AND COLLABORATION</b>				
4.1 Engagement and Collaboration	\$95,351.64	\$19,565.40		\$114,917.04
Task Subtotal	\$95,351.64	\$19,565.40	\$0.00	\$114,917.04
<b>TASK 5: EQUITY, ENVIRONMENTAL, AND JOBS ANALYSIS AND CONSIDERATIONS</b>				
5.1 Equity, Environmental, and Job Analysis and Considerations	\$8,602.03	\$30,669.26		\$39,271.29
Task Subtotal	\$8,602.03	\$30,669.26	\$0.00	\$39,271.29
<b>TASK 6: POLICY AND PROCESS REVIEW</b>				
6.1 Policy and Process Review	\$9,501.33	\$16,928.22	\$35,000.00	\$61,429.55
Task Subtotal	\$9,501.33	\$16,928.22	\$35,000.00	\$61,429.55
<b>TASK 7: IMPLEMENTATION PLAN</b>				
7.1 Emphasis Areas	\$12,919.56	\$13,924.27		\$26,843.83
7.2 Strategies and Countermeasures	\$43,631.84		\$10,000.00	\$53,631.84
7.3 Evaluation Metrics	\$12,919.56	\$14,424.93		\$27,344.49
7.4 Prioritized Projects	\$37,657.45			\$37,657.45
Task Subtotal	\$107,128.41	\$28,349.20	\$10,000.00	\$145,477.61
<b>TASK 8: DRAFT SAFETY ACTION PLAN</b>				
8.1 Draft Safety Action Plan	\$59,134.40	\$16,060.79	\$2,963.59	\$78,158.78
Task Subtotal	\$59,134.40	\$16,060.79	\$2,963.59	\$78,158.78
<b>TASK 9 - PUBLIC REVIEW, FINAL SAFE STREETS ACTION PLAN AND DECISION-MAKER HEARINGS</b>				
9.1 Public Hearings	\$14,346.54	\$1,054.87		\$15,401.41
9.2 Final Plan	\$26,423.36	\$5,960.82		\$32,384.18
9.3 Decision-Maker Hearings	\$8,509.68	\$1,054.87		\$9,564.55
Task Subtotal	\$49,279.58	\$8,070.56	\$0.00	\$57,350.14
<b>Grand Total</b>	<b>\$421,601.45</b>	<b>\$248,434.97</b>	<b>\$49,963.59</b>	<b>\$720,000.00</b>

KXMC33099



A LOCHNER COMPANY

ORANGE COUNTY OFFICE

333 S. ANITA DRIVE, SUITE 800, ORANGE, CA 92868  
(714) 573-0317 | [www.hwlochner.com](http://www.hwlochner.com)



1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

**ATTACHMENT D • TITLE VI ASSURANCES**

**ARTICLE DI • INTRODUCTION**

The U.S. Department of Transportation Order No. 1050.2A requires all federal-aid Department of Transportation contracts between COUNTY and CONSULTANT to contain Clauses A and E of Article DII • Clauses below. Clauses B, C, and D of Article DII • Clauses below are only applicable as shown below. In addition, the CONSULTANT must include Clauses A and E, and if applicable, Clauses B, C, and D of Article DII • Clauses below in all subcontracts to perform work under this Agreement.

Clause B of Article DII • Clauses below shall be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use or improvements thereon or interest therein to COUNTY. Clauses C and D of Article DII • Clauses below shall be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by COUNTY with other parties: (a) for the subsequent transfer of real property acquired or improved under the applicable activity, project or program; and (b) for the construction of use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project or program.

**ARTICLE DII • CLAUSES**

**CLAUSE A**

During the performance of this Agreement, the CONSULTANT, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONSULTANT) agrees as follows:

- a. Compliance with Regulations: CONSULTANT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.
- b. Nondiscrimination: CONSULTANT, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

forth in Appendix B of the REGULATIONS.

- c. Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONSULTANT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONSULTANT of the CONSULTANT'S obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.
- d. Information and Reports: CONSULTANT shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the recipient or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, CONSULTANT shall so certify to the recipient or FHWA as appropriate, and shall set forth what efforts CONSULTANT has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of CONSULTANT's noncompliance with the nondiscrimination provisions of this Agreement, the recipient shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
  - i. withholding of payments to CONSULTANT under the Agreement within a reasonable period of time, **not to exceed 90 days; and/or**
  - ii. cancellation, termination or suspension of the Agreement, in whole or in part.
- f. Incorporation of Provisions: CONSULTANT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

CONSULTANT shall take such action with respect to any sub-agreement or procurement as the recipient or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONSULTANT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONSULTANT may request the recipient enter into such litigation to protect the interests of the State, and, in addition, CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

1  
2 **CLAUSE B: CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

3 The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or  
4 improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance  
5 4:

6  
7 **NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that  
8 the recipient will accept title to the lands and maintain the project constructed thereon in accordance with Title  
9 23 U.S.C., the regulations for the administration of the preceding statute, and the policies and procedures  
10 prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all  
11 requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A,  
12 Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of  
13 Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat.  
14 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the recipient all  
15 the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A  
16 attached hereto and made a part hereof.

17  
18 **(HABENDUM CLAUSE)**

19 **TO HAVE AND TO HOLD** said lands and interests therein unto the recipient and its successors forever, subject,  
20 however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will  
21 remain in effect for the period during which the real property or structures are used for a purpose for which  
22 Federal financial assistance is extended or for another purpose involving the provision of similar services or  
23 benefits and will be binding on the recipient, its successors and assigns. The recipient, in consideration of the  
24 conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with  
25 the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national  
26 origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination  
27 with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2)  
28 that the recipient will use the lands and interests in lands and interest in lands so conveyed, in compliance with  
29

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above- mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said lands, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**CLAUSE C: CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the recipient pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination

1 covenants, the recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-  
2 enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit,  
3 etc.) had never been made or issued.\*

- 4 C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the  
5 recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described  
6 lands and facilities will there upon revert to and vest in and become the absolute property of the recipient  
7 and its assigns.\*

8 (\*Reverter clause and related language to be used only when it is determined that such a clause is  
9 necessary to make clear the purpose of Title VI.)

10  
11 **CLAUSE D: CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE**  
12 **ACTIVITY, FACILITY OR PROGRAM**

13 The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into  
14 by the recipient pursuant to the provisions of Assurance 7(b):

- 15 A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal  
16 representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby  
17 covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1)  
18 no person on the ground of race, color, or national origin, will be excluded from participation in, denied the  
19 benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the  
20 construction of any improvements on, over, or under such land, and the furnishings of services thereon,  
21 no person on the ground of race, color, or national origin, will be excluded from participation in, denied the  
22 benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee,  
23 etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts  
24 and Regulations, as amended, set forth in this Assurance.
- 25 B. With respect to (licenses, leases, permits, etc.) in the event of breach of any of the above of the above  
26 Non-discrimination covenants, the recipient will have the right to terminate the (license, permits, etc., as  
27 appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same  
28 as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- 29

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, the recipient will there upon revert to and vest in and become the absolute property of the recipient and its assigns.

**CLAUSE E:**

During the performance of this Agreement, the CONSULTANT, for itself, its assignees, and successors in interest (hereinafter referred to as the "CONSULTANT") agrees to comply with the following nondiscrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), prohibits discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29

in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;

- **The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);**
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;**
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);**
- **Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C.1681 et seq).**

**Certificate Of Completion**

Envelope Id: D2CEC3CA4CF1497EAF484E6CE44AA1F8  
Subject: Complete with Docusign: KOA Final.pdf  
Source Envelope:  
Document Pages: 84  
Certificate Pages: 1  
AutoNav: Enabled  
Envelope Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:  
Michael Nilsson  
nilsson78@yahoo.com  
IP Address: 136.26.156.150

**Record Tracking**

Status: Original  
10/8/2024 11:44:44 AM

Holder: Michael Nilsson  
nilsson78@yahoo.com

Location: DocuSign

**Signer Events**

Michael Nilsson  
nilsson78@yahoo.com  
Security Level: Email, Account Authentication  
(None)

**Signature**



Signature Adoption: Pre-selected Style  
Using IP Address: 136.26.156.150

**Timestamp**

Sent: 10/8/2024 11:45:30 AM  
Viewed: 10/8/2024 11:45:34 AM  
Signed: 10/8/2024 11:46:53 AM  
Freeform Signing

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

Envelope Sent  
Certified Delivered  
Signing Complete  
Completed

**Status**

Hashed/Encrypted  
Security Checked  
Security Checked  
Security Checked

**Timestamps**

10/8/2024 11:45:30 AM  
10/8/2024 11:45:34 AM  
10/8/2024 11:46:53 AM  
10/8/2024 11:46:53 AM

**Payment Events**

**Status**

**Timestamps**